

5-2 P. 100  
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

IN THE MATTER OF:	)	
	)	Docket Number:
	)	AGREEMENT, ORDER ON CONSENT, AND
Former Delphi	)	COVENANT NOT TO SUE
"Flint West" Site	)	THE CITY OF FLINT, MI
Also known as General Motors Corp.)	)	
"Chevy in the Hole" Site	)	
Flint, Michigan	)	
	)	
	)	
City of Flint, MI	)	
SETTLING RESPONDENT	)	UNDER THE AUTHORITY OF
	)	THE SOLID WASTE DISPOSAL ACT,
	)	42 U.S.C. §6901, <i>et seq.</i> , AS AMENDED

**I. INTRODUCTION**

1. This Agreement, Order on Consent and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and the City of Flint, Michigan ("Settling Respondent") (collectively the "Parties").
2. This Agreement is entered into pursuant to the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. §6901, and the authority of the Attorney General of the United States to compromise and settle claims of the United States.
3. The Settling Respondent proposes to acquire ownership of specified parcels of the former RCRA hazardous waste treatment, storage, or disposal ("TSD") facility known as the Delphi Flint West Site, which has the EPA identification number MID 005 356 654, having the address 300 N. Chevrolet Avenue, Flint, MI. Ownership of this facility is split among Motors Liquidation Company (successor to the former General Motors Corporation), Kettering

University (formerly General Motors Institute), General Motors LLC, Delphi Automotive Systems LLC a.k.a DPH Holdings Corporation ("Delphi") and the Flint Economic Development Corporation. The parcels that are the subject of this Agreement are shown on Appendix 1 and described in Appendix 2 and hereinafter referred to as the "Property". The five parcels that comprise the Property are:

- a. Parcel A- commonly known as 300 North Chevrolet Avenue and bound on the east by Chevrolet Avenue, on the north by the Flint River, on the west by Center Street and on the south by Grand Trunk Western Railroad;
- b. Parcel B- commonly known as 306 South Stevenson Street and bound on the east by Stevenson Street, on the north by the Flint River, on the west by Chevrolet Avenue and on the south by Grand Trunk Western Railroad;
- c. Parcel C- commonly known as Glenwood Avenue and bound on the east by Asylum Street, on the south by Glenwood Avenue, on the west by Chevrolet Avenue and on the north by Grand Trunk Western Railroad;
- d. Parcel D- commonly known as 307 South Stevenson Street and bound on the north and east by the Flint River, on the west by Stevenson Street and on the south by Grand Trunk Western Railroad; and
- e. Parcel E- commonly known as 300 North Chevrolet Avenue and bound on the east by Thread Creek, on the west by Stevenson Street, on the south by Kearsley Street and on the north by Grand Trunk Western Railroad.

The Settling Respondent intends to acquire the Property and use it for public green open space until such time as a suitable developer can be found and engaged. The overall TSD

facility, which includes the Property and other parcels of land, is referred to in this document as the "Site" as defined in paragraph 7(n).

4. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VI, VII, VIII, IX and X, the potential liability of the Settling Respondent for the Existing Contamination at the Property which could otherwise result from Settling Respondent's acquisition and ownership of the Property.

5. The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with this Agreement, do not constitute an admission of any liability by the Settling Respondent.

6. The resolution of any potential liability in exchange for obligations of the Settling Respondent to EPA is of a substantial benefit and is deemed to be in the public interest.

## **II. DEFINITIONS**

7. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in RCRA, or in regulations promulgated under RCRA shall have the meaning assigned to them in such statutes or in such regulations, including any amendments thereto.

a. "Agreement" shall mean this Agreement, Order on Consent, and Covenant Not to Sue and all appendices attached hereto (listed in Section XIX of this Agreement). In the event of conflict between this Agreement and any appendix, this Agreement shall control;

b. "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. §6901 *et seq.*;

c. "Day" shall mean a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

d. "Effective Date" shall be the effective date of this Agreement as provided in Section XV (Effective Date).

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Existing Contamination" shall mean:

i. any Waste Material present or existing on or under the Property as of the Effective Date;

ii. any Waste Material that migrated from the Property prior to the Effective Date;  
and

iii. any Waste Material presently at the Site that migrates onto, on, under, or from the Property after the Effective Date.

g. "NREPA" shall mean the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Mich. Comp. Laws §101, *et seq.*

h. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or lower case letter;

i. "Parties" shall mean the United States and the Settling Respondent;



j. "Property" shall mean the portion of the Site, consisting of approximately 60 acres and encompassing all parcels of land described and depicted in Appendices 1 and 2 of this Agreement, that the Settling Respondent acquires ownership of after the Effective Date.

k. "Restrictive Covenant" means the land use restrictions that will be placed on the Property as set forth in Appendix 6.

l. "Settling Respondent" shall mean the City of Flint, Michigan.

m. "Site" shall mean the entire former RCRA TSD facility, EPA identification number MID 005 356 654, depicted in Appendix 3. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants have been deposited, stored, disposed of, placed, or otherwise come to be located

n. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

o. "Waste Material" shall mean shall mean (i) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. §9601(14); (ii) any "pollutant" or "contaminant" under Section 101(33) of CERCLA, 42 U.S.C. §9601(33); (iii) any "solid waste" or any "hazardous waste" under Section 1004(27) of RCRA, 42 U.S.C. §6903(27); (iv) any "hazardous substance" under Part 201 of NREPA; and (v) any "solid waste" or "hazardous waste" under Part 111 of NREPA.

### **III. STATEMENT OF FACTS**

8. The Property that is the subject of this Agreement is part of the previously operating Delphi Flint West site, City of Flint, County of Genesee, Michigan, which is the Site. The EPA

identification number for the Site is MID 005 356 654. Appendix 1 provides a map of the Property and Appendix 2 provides a detailed legal description of the Property.

9. The Site covers approximately 200 acres. The manufacture of automobiles began at the Site in approximately 1916. The Site is located south of Bluff Street and north of Glenwood Avenue and Kearsley Street, between and extending east and west of Chevrolet Avenue and Stevenson Street along the Flint River.

10. Formerly the Site was comprised of the GM Motor Division (engine assembly and engine parts plants) and the Pressed Metal Division (parts plants), and includes the preWorld War II Chevrolet Assembly (a.k.a. Plant 2 ) and Fisher Body plants. In 1984, the Chevrolet Flint Motor Plant (a.k.a. Plant 4) closed. Also in 1984, the newly created Chevrolet-Pontiac-Canada Group briefly took over the Chevrolet plant from Chevrolet Motor Division, but soon the newly formed Fisher Guide Division acquired the complex. In about 1987, the Site was taken over by AC Spark Plug and became AC Spark Plug Flint West. In 1988, it became AC Rochester Flint West, and in 1994, AC Delco Systems Flint West. In early 1995, it was renamed Delphi Flint West.

11. In 1999, Delphi Automotive Systems became a fully independent publicly held corporation.

12. In 2004, Plant 4 (the last remaining building on the Property) was finally shut down and demolished. The only remaining buildings on the Site as a whole are Building 35 (now owned by Kettering University) and Building 38 (now housing Flint Tool and Die), neither of which are on the Property.

13. In October 2009, Delphi's core assets were purchased by a group of private investors to create a new Delphi Corporation. The stock of the old Delphi Corporation was cancelled, and it was renamed DPH Holdings Corporation.

14. In June 2009, the former General Motors Corporation filed for Chapter 11 bankruptcy reorganization, and subsequently emerged as two new companies. The first of these two new companies, General Motors LLC, purchased the "General Motors" name and certain assets of the former General Motors Corporation, and now operates automobile manufacturing plants in several locations including Michigan, Ohio, Indiana, Illinois, and Wisconsin. The second company, Motors Liquidation Company, retained all of the assets that General Motors LLC did not purchase, as well as the liabilities. The Property that is the subject of this agreement is not owned by General Motors, LLC nor is it one of the assets of Motors Liquidation Company because it was sold to Delphi prior to the bankruptcy reorganization.

15. By quitclaim deeds dated August 12, 2008 and December 18, 2008, Delphi conveyed the Property to the Economic Development Corporation of the City of Flint ("EDC"). The EDC is an independent entity separate and apart from the City pursuant to Michigan law with powers to act in the manner of corporations under Michigan law and with its own board of directors, officers and by-laws. However, EDC's ownership of the Property has been disputed due to concerns that the EDC was not properly authorized to accept the conveyance of the Property from Delphi. In order to ensure conveying clean title to the Property, both Delphi and the EDC have agreed to convey any and all rights, title and interests both may have in the Property to the Settling Respondent.

16. The Flint River flows directly through the Site. After several floods during the first half of the 20th century caused damage at the Site and to downtown Flint, a concrete channel about one mile long was installed on the Site in 1963 by the Army Corps of Engineers. The Site resides in the Flint River watershed, part of the larger Saginaw Bay watershed which ultimately drains into Lake Huron.

17. Two baseline environmental assessments ("BEAs") were conducted in 2009 for Parcels A and B of the Property. The BEAs identify contamination in the soil and groundwater consisting of volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs") and metals. These soil and groundwater results were compared against risk based criteria. This comparison showed that two metals in the soil, arsenic and lead, exceed the direct contact criteria. Metals in groundwater samples exceeding the drinking water criteria and the groundwater/surface water interface criteria are arsenic, lead, mercury, cadmium, chromium (III) and zinc. Copper, selenium and silver results exceed only the groundwater/surface water interface criteria. VOCs, trichlorethene, and 1,1,1 trichloroethane exceed the drinking water and the groundwater/surface water interface criteria. Ethylbenzene, vinyl chloride, 1,1-dichloroethene and cis-1,2 dichloroethene exceed only the drinking water criteria. SVOCs napthalene and phenanthrene exceed the groundwater/surface water interface criteria. The BEAs also describe light non-aqueous phase liquids ("LNAPL"), also known as free product, in the subsurface at several locations.

18. A Phase I environmental site assessment dated September 25, 2009 and a May 10, 2010 Phase II report conducted by AKT Peerless, for the five parcels that make up the Property, found:

- a. Free product of an unspecified type ranging in thickness from 0.005 to 13.9 feet;
- b. Exceedances of drinking water, groundwater/surface water interface, direct contact, and particulate soil inhalation criteria. Contaminants noted were volatile organic compounds, semi-volatile organic compounds and heavy metals;
- c. Several releases of oil;
- d. Benzene, toluene, ethylbenzene and xylene contamination;

- e. Brick, glass, slag, coal and other debris have been disposed on the Property;
- f. Leaking underground storage tank releases resulting in exceedances of soil cleanup criteria for lead, phenanthrene, arsenic, mercury, chloroform and trichloroethylene;
- g. General contamination by VOCs, SVOCs and heavy metals;
- h. Oil staining; and
- i. Suspected foundry wastes.

19. The Settling Respondent represents and, for the purposes of this Agreement, EPA relies on the Settling Respondent's representation that its involvement with the Property has been limited to the following: (i) the Settling Respondent has had no direct involvement in any prior use, contamination or remediation of the Property; (ii) as the municipality in which the Property is located, the Settling Respondent has provided various services to, and has exercised its taxing authority and police powers with respect to, the Property as typical of municipalities; and (iii) the Settling Respondent has conducted certain investigations of the Property in connection with its proposed acquisition and development of the land.

#### **IV. WORK TO BE PERFORMED**

20. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII of this Agreement, Settling Respondent agrees to comply with its corrective action obligations under this Agreement, including, but not limited to, provisions in the Work Plan in Appendix 5 in accordance with the Schedule in the Work Plan. The Settling Respondent intends to convert the Property into a green corridor. Pursuant to the Work Plan, the Settling Respondent will conduct a Phase 1 and Baseline Assessment of the Property, including a review of all existing environmental data on the Property and a risk assessment; capping and enhancement of the existing cover over contaminated soils; the planting of trees and other native vegetation on

the Property to maintain the ground cover; the installation of walkways; installation of new groundwater monitoring wells and the performance of groundwater monitoring at new and existing wells on the Property. Further, within ninety (90) days after the Effective Date, Settling Respondent shall execute and record the Declaration of Restrictive Covenant in Appendix 6. The costs of these actions by the Settling Respondent are estimated at \$1.6 million. The \$1.6 million is being funded by a subgrant made to the Settling Respondent from a Brownfields Revolving Loan Fund grant held by Genesee County. The terms and conditions of the subgrant will be set forth in a workplan and subgrant document executed by the Settling Respondent, and upon execution the subgrant agreement will be considered a part of this Agreement. In order to ensure the full and final completion of the work set forth in the Work Plan, Settling Respondent agrees that the \$1.6 million allocated to it pursuant to the subgrant from the Brownfield Revolving Loan Fund grant held by Genesee County shall be used solely for the following purposes: (i) to perform and pay for the work set forth in the Work Plan, (ii) for administrative and legal costs directly related to the work set forth in the Work Plan or to this agreement, and (iii) to otherwise improve environmental conditions at the Property if the Work Plan (and the associated administrative and legal work) is completed for less than \$1.6 million.

## **V. ACCESS/COOPERATION**

21. Commencing upon the date that it acquires title to the Property, Settling Respondent shall provide access to the Property in accordance with Paragraph 26 of this Agreement and the terms of the Declaration of Restrictive Covenants ("RC") referred to below. The RC includes the right of EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight and/or under direction of EPA, to an irrevocable right of access at all reasonable times to the Property. Notwithstanding any provision of this Agreement,

EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under RCRA and any other applicable statute or regulation, including any amendments thereto.

22. The Settling Respondent shall record this Agreement and the Declaration of Restrictive Covenants attached as Appendix 6 with the Genesee County Register of Deeds immediately after Settling Respondent acquires title to the Property.

## **VI. DUE CARE**

23. The Settling Respondent will prepare a Due Care Plan, as part of the work in the Work Plans, for the Property with respect to the Existing Contamination known to Settling Respondent, and shall comply with all applicable provisions of Part 201 of NREPA regarding due care at the Property. If the Settling Respondent excavates contaminated soil on the Property and disposes of such soil, it must dispose of such soil in accordance with all applicable federal and State law. Prior to excavating contaminated soil on the Property, the Settling Respondent shall notify the EPA and provide a work plan for excavation and disposal of such soil to the EPA contacts listed in Section XIV of this Agreement. The Settling Respondent will not excavate and dispose of such soil until the work plan is approved by the EPA.

24. In the event the Settling Respondent becomes aware, after the Effective Date, of any action or occurrence which causes or threatens a release of Waste Material at or from the Property that constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all due care action which is required to be performed by Settling Respondent under Part 201 of NREPA regarding such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. §9603, or any

other applicable law, immediately notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, as well as the EPA contacts in Section XIV of this Agreement, of such release or threatened release. In the event that Settling Respondent fails to take the action as required by this Paragraph, and EPA takes such action instead, Settling Respondents shall reimburse EPA all costs of the response action that Settling Respondent was required to take under this Paragraph and that are not inconsistent with the National Contingency Plan ("NCP").

25. Nothing in the preceding Paragraphs or in this Agreement shall be deemed to limit any authority of the United States (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Property, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Property, subject to Section VIII (United States' Covenant Not to Sue).

26. The Settling Respondent agrees to cooperate with EPA by allowing access to EPA for any on-going implementation by EPA of removal or response actions, corrective action, and environmental monitoring at the Property and Settling Respondent further agrees not to interfere with such activities. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and activities by EPA.

27. The Settling Respondent shall not treat, store, or dispose of hazardous waste, as defined in RCRA and Part 111 of NREPA, at the Property, or release or cause the release of such



hazardous waste or hazardous constituents of such hazardous waste on, to, or from the Property, except in compliance with applicable law.

## **VII. CERTIFICATION**

28. By entering into this agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and in its possession which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is materially inaccurate and incomplete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

## **VIII. UNITED STATES' COVENANT NOT TO SUE**

29. Subject to the Reservation of Rights in Section IX of this Agreement and after completion of the work specified in Section IV (Work to Be Performed), the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or for civil penalties pursuant to Sections 3008, 7003, or 9006 of RCRA, 42 U.S.C. Sections 6928, 6973 or 6991(e), with respect to the Existing Contamination. These covenants not to sue extend only to Settling Respondent and do not

extend to any other person, except as otherwise provided by compliance with Section XVII (Transfer of Agreement by United States).

#### **IX. RESERVATION OF RIGHTS**

30. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue).

Notwithstanding any other provision of this Agreement, the United States reserves, and the Agreement is without prejudice to, all rights against Settling Respondent with respect to all other matters, including but not limited to the following:

- a. claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Work to be Performed), Section V (Access/Cooperation), and Section VI (Due Care);
- b. any liability resulting from past or future releases of Waste Material at or from the Property caused or contributed to by Settling Respondent;
- c. any liability resulting from exacerbation by Settling Respondent of Existing Contamination;
- d. any liability resulting from the release or threat of release of Waste Materials at the Property after the Effective Date that are not within the definition of Existing Contamination;
- e. criminal liability;
- f. liability to the United States for response costs or response actions under CERCLA or for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA, all to the extent of the interest of the federal trustees and EPA; and

g. liability for violations of local, State or federal law or regulations.

h. liability arising from the disposal, release or threat of release of Waste Materials which are transported by the Settling Respondent or Settling Respondent's contractors to locations outside of the Site

31. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable to Existing Contamination, and Settling Respondent reserves its rights to show that the claim is divisible from Existing Contamination or that an allocation of liability can be made.

32. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

33. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Property or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Property. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken by EPA or be required by EPA to be taken by such other parties in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing/operating on property where response actions may be required.

#### **X. SETTLING RESPONDENT'S COVENANT NOT TO SUE**

34. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or

causes of action against the United States, its authorized officers, employees, or representatives with respect to the Property or this Agreement, or any claims arising out of response activities at the Property, including claims based on EPA's oversight of such activities or approval of plans for such activities.

35. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States or its agents or contractors, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute or law other than RCRA and for which the waiver of sovereign immunity is found in a statute or law other than RCRA. Nothing in this Agreement shall prevent an action by Settling Respondent, and this Agreement is without prejudice to such actions, against any private agent or contractor of the United States.

36. Except as provided in Paragraph 34, Settling Respondent reserves the right to assert any defenses available to it under applicable law, including without limitation, an argument that any release or contamination caused by it is divisible from or allocable with respect to Existing Contamination and any applicable defense(s) to liability under CERCLA. The United States reserves all rights to contest any defense asserted by Settling Respondent under applicable law.

## **XI. PARTIES BOUND**

37. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding on the Settling Respondent. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

## **XII. DISCLAIMER**

38. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

## **XIII. DOCUMENT RETENTION**

39. The Settling Respondent agrees to retain and make available to EPA all business and operating records, site studies and investigations, and documents relating to Settling Respondent's operations which are conducted at the Property after the Effective Date, for at least ten years, following the Effective Date unless otherwise agreed to in writing by the Parties. At the end of ten years or until completion of the work, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA. The Settling Respondent also shall preserve all documents and information relating to work performed pursuant to this Settlement Agreement, or relating to Waste Material found on or released from the Site, and shall submit them to EPA upon completion of the Work required by this Agreement, or earlier if requested by EPA.

#### **XIV. NOTICES AND SUBMISSIONS**

40. Documents which must be submitted under this Agreement, if any, shall be sent by overnight delivery or certified mail, return receipt requested, to the following addressees or to any other addressees which the Settling Respondent, and EPA designate in writing:

As to the EPA:

Christopher Black  
Remediation and Reuse Branch  
Land and Chemicals Division  
United States Environmental Protection Agency  
77 West Jackson Blvd., mail code: LU-9J  
Chicago, Illinois 60604-3590  
Phone: (312) 886-6945  
FAX: (312) 692-2062  
E-mail: black.christopher@epa.gov

Peter Felitti  
Assistant Regional Counsel  
United States Environmental Protection Agency  
77 West Jackson Blvd., mail code: C-14J  
Chicago, Illinois 60604-3590  
Phone: (312) 886-5114  
FAX: (312) 692-2495  
E-mail: felitti.peter@epa.gov

As to the Settling Respondent:

Steve Montle  
Mayor's Office  
City of Flint  
1101 South Saginaw Street  
Flint, Michigan 48502  
Telephone: (810) 237-2024  
Fax: (810)  
E-mail: smontle@cityofflint.com

Michael L. Robinson  
Warner Norcross & Judd LLP  
900 Fifth Third Center  
111 Lyon Street, N.W.  
Grand Rapids, Michigan 49503-2487

Phone: (616) 752-2128  
Fax: (616) 222-2128  
E-mail: mrobinson@wnj.com

#### **XV. EFFECTIVE DATE**

41. The Effective Date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondent that EPA has fully executed the Agreement after review of and response to any public comments received.

#### **XVI. TERMINATION**

42. If EPA or Settling Respondent believes that any or all of the obligations under Sections IV (Work to be Performed) and Section V (Access/Cooperation) are no longer necessary to ensure compliance with the requirements of the Agreement, either of them may request in writing that the other agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

#### **XVII. TRANSFER OF AGREEMENT BY THE UNITED STATES**

43. Upon completion of the following conditions, a transferee of all or a portion of the Property shall have all rights, duties and obligations under this Agreement, as specified below, including, but not limited to, any right under Section VIII (Covenants Not to Sue by the United States):

a. at least thirty (30) days before the transfer, the transferee submits to EPA an affidavit, such as that attached as Appendix 7, which identifies the transferee and the property to be transferred, describes the proposed transfer, and certifies that:

i. the transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination;

ii. the transferee's use of the Property (or part of the Property, as the case may be) will not result in a release or threat of release of any Waste Material except in compliance with law;

iii. the transferee's use of the Property (or part of the Property, as the case may be) will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release;

iv. the person signing the affidavit is fully authorized to make the foregoing certifications and to legally bind the transferee; and

v. the transferee is bound by all of the requirements, duties, obligations and limitations on the use of and actions at the Property set forth in this Agreement.

b. EPA must consent in writing to the transfer of the rights, benefits, and obligations conferred under the Agreement to the transferee. Any transfer of rights is subject to review and approval by EPA and shall not be effective until such approval is given; ; and

c. Prior to or simultaneous with the transfer of all or a portion of the Property, the transferee consents in writing to be bound by and perform, from the date of transfer, all of the terms and remaining obligations of the Agreement as though it were Settling Respondent or the applicable transferor.



If the transferee's affidavit is not materially accurate or complete, or the transferee fails to meet the obligations and requirements of this Agreement, the Covenants Not to Sue by the United States in Section VIII shall be null and void with respect to the transferee, and the United States reserves all rights it may have against the transferee.

44. If all conditions in Paragraph 43 are satisfied, upon transfer of ownership of the Property (or part of the Property, as the case may be), Settling Respondents shall be released from the obligations set forth in his Agreement with respect to the Property or the portion of the Property transferred.

#### **XVIII. CONTRIBUTION**

45. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify the United States in writing no later than sixty (60) days prior to the initiation of such suit or claim.

46. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify in writing the United States within ten (10) days of service of the complaint on it.

#### **XIX. APPENDICES**

47. (a) Appendix 1 is a map of the Property which is the subject of this Agreement and a list of reports and documents which describe conditions at or regarding the Property.

(b) Appendix 2 is a description of the five parcels that make up the Property subject to this Agreement.

(c) Appendix 3 is a map of the Site.

(d) Appendix 4 is a map of the green corridor.

- (e) Appendix 5 contains the Work Plan.
- (f) Appendix 6 is the Declaration of Restrictive Covenants.
- (g) Appendix 7 is the Transfer Affidavit.

## **XX. PUBLIC COMMENT**

48. This Agreement shall be subject to notice in the Federal Register and a thirty-day public comment period, and notice and opportunity for a public meeting in Flint, Michigan, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations that indicate this Agreement is inappropriate, improper, or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:



MARGARET M. GUERRIERO  
Director  
Land and Chemicals Division  
U.S. EPA Region 5

6/29/2012

Date

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:



ROBERT G. DREHER  
Principal Deputy Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

8/8/12

Date

IT IS SO AGREED:

CITY OF FLINT, MICHIGAN

BY:

*Michael K. Brown*

*3-15-12*

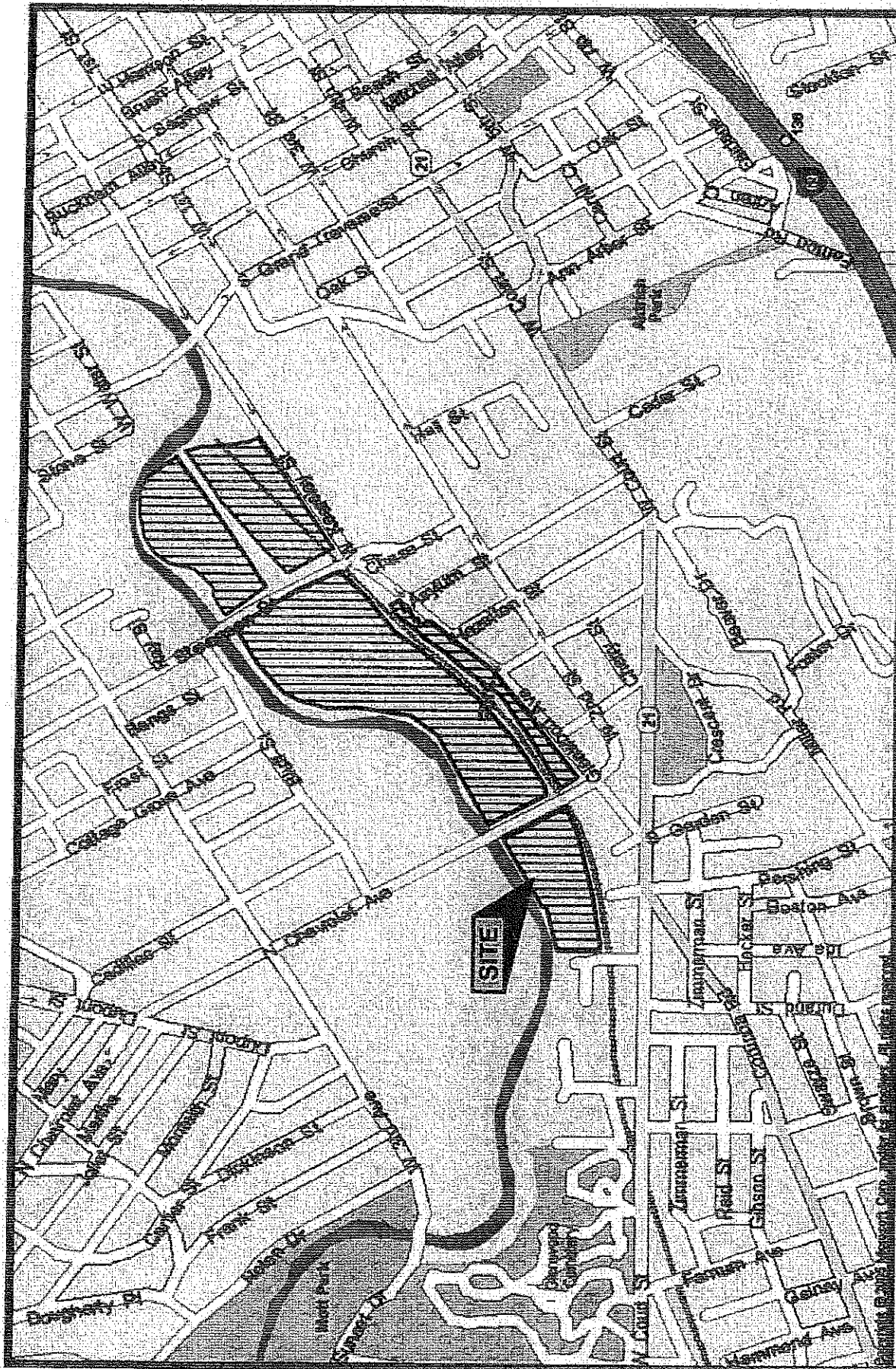
SETTLING RESPONDENT

Date

MICHAEL K. BROWN, EMERGENCY MANAGER

## **APPENDIX 1**

### **MAP OF THE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT AND LIST OF REPORTS AND DOCUMENTS**



**AKTPEERLESS**  
 environmental & energy services  
 CHICAGO DETROIT FARMINGTON LANSING SAGINAW  
[www.aktpeerless.com](http://www.aktpeerless.com)

**SUBJECT PROPERTY LOCATION MAP**  
 A PORTION OF DELPHI ENERGY & ENGINEERING  
 FLINT WEST OPERATIONS  
 100 NORTH CHEVROLET AVENUE  
 300 & 300 SOUTH STEVENSON STREET, AND GLENTWOOD AVENUE  
 (BETWEEN WEST KANSAS STREET AND NORTH CHEVROLET)  
 FLINT, MICHIGAN  
 PROJECT NUMBER: 6130-2-17

**LEGEND**

N  
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 S

DRAWN BY: GGO  
 DATE: 04-29-09

**FIGURE 1**

**Flint-West, Michigan UST Facility ID # 2683**

UST #	Parcel Location	Plant Location (if known)	Contents	Size	Installation Date	Removal Date	Removal Status	LUST Release Date	LUST Release #	Closure Status
1	Kettering	2A	Gasoline	1,000 gallons	Unknown	6/26/1988	Removed	8/8/1988	C-85-85	Closed w/ corrective action
2	A	5	Gasoline	2,000 gallons	1/22/1950	7/23/1990	Removed	5/22/1989	C-698-1989	Closed
3	Kettering	2A	Fuel Oil	50,000 gallons	1/22/1973	5/22/1989	Removed	05/22/1989*	Unknown	Unknown
4	Kettering	2A	Fuel Oil	50,000 gallons	1/23/1973	5/23/1989	Removed	05/22/1989*	Unknown	Unknown
5	Kettering	2A	Fuel Oil	50,000 gallons	1/22/1976	5/24/1989	Removed	05/22/1989*	Unknown	Unknown
6	Kettering	2A	Fuel Oil	50,000 gallons	1/23/1975	5/25/1989	Removed	05/22/1989*	Unknown	Unknown
7	B	4	Unknown	Unknown	Unknown	Unknown	Unknown	None	None	None
8	B	7	Gasoline	7,500 gallons	1/22/1964	12/1989	Removed	None*	None	None
9	B	7	Water w/ trace gasoline	7,500 gallons	1/22/1964	12/1989	Removed	None*	None	None
10	B	7	Water w/ trace gasoline	1,000 gallons	1/22/1962	12/1989	Removed	None*	None	None
11	B	8	Unknown	Unknown	Unknown	Unknown	Unknown	None	None	None
12	F	2N	Gasoline	16,000 gallons	1/22/1982	4/23/1990	Removed	5/22/1989	C-84-85	Closed
13	F	2N	Wash Water	16,000 gallons	1/22/1982	4/23/1990	Removed	5/22/1989	C-84-85	Closed
14	B	7	Gasoline	20,000 gallons	1/22/1973	01/1990	Removed	1/2/1990	C-0551-90	Closed
15	B	7	Diesel	10,000 gallons	1/22/1973	01/1990	Removed	1/2/1990	C-0551-90	Closed
16	B	4	Water w/ trace gasoline	9,500 gallons	1/22/1973	09/1988	Removed	8/25/1988	C-87-85	Closed w/ corrective action
17	B	4	Water w/ trace gasoline	9,500 gallons	1/22/1973	09/1988	Removed	8/25/1988	C-87-85	
18	B	4	Motor Oil	12,000 gallons	Unknown	12/1989*	Unknown	Tanks not regulated		
19	B	4	Motor Oil	10,000 gallons	Unknown	12/1989*	Unknown	Tanks not regulated		
20	Kettering	2A	Diesel	550 gallons	1/22/1981	4/23/1990	Removed	None*	None*	None*
21	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
22	B	4	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
23	B	7	Gasoline	12,000 gallons	1/22/1988	3/4/1999	Removed	3/24/1999	C-0291-99	Closed
24	B	7	Gasoline	12,000 gallons	10/22/1989	3/4/1999	Removed	3/25/1999	C-0291-99	Closed
25	D	10	Quench Oil	15,000 gallons	1/1/1986	9/28/1990	Closed in Place	None	None	Clean Closure
26	F	36	Gasoline	20,000 gallons	1/1/1954	11/18/1992	Closed in Place	11/18/1992	C-2048-92	Restricted Closure
27	Adjoining	Parking Lot B	Gasoline	1,000 gallons	Unknown	8/1/1995	Removed	None	None	Clean Closure
28	Adjoining	Parking Lot B	Gasoline	1,000 gallons	Unknown	8/1/1995	Removed	None	None	Clean Closure
3-1928	B	4	Fuel Oil	Unknown	Unknown	2006	Removed	10/3/2006	C-0290-06	Open
4-1928	B	4	Motor Oil	15,000 gallons	Unknown	2006	Removed	10/3/2006	C-0290-06	Open
Dyno Lab	B	7	Dyno Lab Fuel Line	N/A	N/A	N/A	N/A	5/21/1990	C-894-90	Closed
N/A	F	Yard 17	Bulk Water	7,500 gallons	Unknown	1985*	Removed*	4/18/1985	C-86-85	7/19/1985
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/19/1985	C-86-86	7/19/1985
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/20/1985	C-86-87	7/19/1985
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/21/1985	C-86-88	7/19/1985
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/22/1985	C-86-89	7/19/1985

\* = Information obtained from August 22, 1998 Correspondence from Delphi Energy & Engine Systems to MDEQ regarding former UST systems.

Flint-West, Michigan UST Facility ID: 2683

Michigan Part 201 ID: 25000011

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
ALL			7/12/1976	Flow Diagram for Industrial Wastewater		Figures
ALL			10/7/1977	Flow Diagram for Industrial Wastewater		Figures
ALL			9/25/1985	Notice to MDNR, beginning foundry operations, analytical results of foundry sand	GM	Letter
ALL			8/9/1986	Soil Quality Study	Keck Consulting Services	Report
ALL			11/20/1987	Notice to GM, site is identified on Act 307 list	MDNR	Letter
ALL			4/29/1989	Extremely Hazardous Waste Locations	GM	Figures
ALL			8/31/1989	Report of Phase I UST Compliance program for AC Rochester	Hunter/Keck	Report
ALL			02/1990	UST Compliance Program Assessment Report - Update on Removals		
ALL			04/1991	Preliminary Review/Visual Site Inspection and Preliminary Assessment	Ecology & Environment on behalf of EPA	Report
ALL			10/2/1991	AC Rochester-West Sampling	WW Engineering & Science	Letter
ALL			2/17/1994	Analytical Data, location unspecified		Analytical Results
ALL			02/1995	Environmental/Emergency Response Plan	Hubbell, Roth & Clark	Report
ALL			4/13/2004	Preliminary Restoration Plan	U.S. Army Corps of Engineers	Draft Report
ALL				Proposed Work Plan-UST's Management Program		Report
ALL			4/6/2009	Conveyance of Chevy in the Hole to Delphi	Attorney	Letter
ALL			7/30/2009	Correspondence to MDEQ for BEA	City of Flint	Letter
ALL			5/4/2009	Quit Claim Deed Review	AKT Peerless	Report
ALL			09/2009	Phase I ESA Former Chevy in the Hole	AKT Peerless	Report
ALL			05/2010	Phase II ESA, Former Chevy in the Hole	AKT Peerless	Report
A	5	#2	10/20/1989	Proposed Work Plan, Detailed Site Evaluation, Building 5	Hunter/Keck	Report
A	5	#2	4/5/1990	MDNR Response to Work Plans	MDNR	Letter
A, B, Misc.	2	#2	Apr-91	UST Reports Discussion Buildings 2, 5, 37	ESE	Report
A	5	#2	4/5/1991	Detailed Site Evaluation, Building 5, UST #2	ESE	Report
A	5	#2	3/16/1992	Type B Closure Report	ESE	Report
A	5	#2	8/2/1995	Closure Report Received	MDEQ	Letter
A	5	#2	2/28/1995	LUST Audit Report		Letter
A	5		Nov-95	Phase I ESA of Building 5	BBL	Report
A	5		Dec-95	Phase II and Phase III Extent of Contamination Study Work Plan	BBL	Report
A	5		Feb-97	Revised Phase II ESA	BBL	Report
A	5		Jun-97	Phase III Extent of Contamination Study, Former Building 5	BBL	Report
A	5		Jan-98	Phase III Extent of Contamination Study Addendum, Former Building 5	BBL	Report
A	5		Jun-01	Draft Interim Remedial Plan	Conestoga Rovers & Associates	Report



Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
A	5		Mar-02	Revised Draft Interim Remedial Action Plan, Building 5	Conestoga Rovers & Associates	Report
A	5		Jun-02	Results of Pre-Design Investigative Activities, Interim Remedial Action Plan	Conestoga Rovers & Associates	Report
A	5		10/10/2003	Notice of Migration of Contamination along Flint River	Delphi	Letter
A	5		10/12/2005	Summary of Site Conditions, Plant 5	The Dragun Corporation	Report
A	6		7/30/2009	BEA Disclosure	The Dragun Corporation	Report
A	5		11/5/2010	Site Assessment Report for the Chevy in the Hole Site for USEPA Region 5 Emergency Response	Weston Solutions	Report
A			9/11/2000	PEAS Spill report - oil sheen into river from Outfall #71		Letter
A			3/19/2009	BEA - Parcel 1, 300 N. Chevrolet Ave	Dragun	Report
A			8/14/2009	BEA - Parcel A	Dragun	Draft Report
B	4		10/31/1989	Tank Excavation near Building 4	Hunter/Keck	Report
B	4		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
A, B, Misc.	4		04-1991	UST Reports Discussion Buildings 2, 5, 37	ESE	Report
B	4	#16, 17	7/20/1994	Project Summary & Future Activities Plan, USTs #16, #17	ESE	Letter
B	4	#16, 17	Dec-95	LUST Closure Report for UST #16, #17	ECT	Report
B	4	#16, 17	12/29/1995	UST Closure Report #16, #17	ECT	Report
B	4	#16, 17	3/1/1996	Audit by DEQ for UST #16, #17 - Bad		Correspondence
B	4	#16, 17	8/19/1996	Closure Audit Response for UST #16 and #17	ECT	Report
B	4	#16, 17	11/26/1996	Corrective Deed for UST #16 and #17	ECT	Letter
B	4	#16, 17	1/10/1997	Restricted Closure Letter for UST #16, #17	MDEQ	Correspondence
B	4		10/6/1998	Update on Plant #4 Fuel Oil Excavation, free product		Letter
B	4		1/22/1999	Release Closure Report #4	21st Century Resources	Report
B	4	#4-1928	9/26/2006	Notice of Intent to Remove UST #4-1928		Letter
B	4	#4-1928	10/4/2006	Confirmed release C-0780-06, motor oil from UST #4-1928		Letter
B	4	#4-1928	6/18/2007	Initial Assessment Report - UST 4-1928		Letter
B	4	#4-1928	11/20/2007	Request for Extension of Final Assessment Report	Goldar	Letter
B	4	#4-1928	10/10/2008	Notice of Migration of Contamination		Letter
B	4	#4-1928	1/5/2009	Final Assessment Report - UST 4-1928		Report
B	6		5/20/1987	PEAS Complaint: Owens Corning resin in basement of Building 6		Letter
B	7	#8, 9, 10	2/22/1990	Closure Assessment Report Addendum #2, USTs #8, #9, #10	ESE	Report
B	7	#14, 15	4/12/1990	Twenty Day Initial Abatement Report for UST #14, #15		Report
B	7	#8, 9, 10	3/1/1990	Addendum #2/UST Compliance Program, UST #8, #9, #10 Closure Assessment		Report
B	7	#14, 15	3/28/1990	Confirmed Release C-0551-90, gasoline from 20,000-gallon UST		Letter
B	7	#14, 15	5/10/1990	Closure Assessment Report Addendum #3/UST Compliance Program #14 & #15	ESE	Report
B	Dyno Lab		5/21/1990	Confirmed release (C-0884-90) of 84 Octane at Plant 7		Correspondence
B	Dyno Lab		8/4/1990	Plant 7 Dyno Lab Gas Spill Remediation Status		Letter

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
B	7	#14, 15	7/13/1990	Site Investigation Results and Closure for UST #14, #15	ESE	Letter
B	Dyno Lab		7/3/1990	Evaluation of Gasoline Release Plant #7	ESE	Report
B	7		9/24/1990	MDNR Audit of Closure Report - Bad	MDNR	Letter
B	7	#14, 15	1/22/1991	Plant #7, UST #14, #15 Closure		Letter
B	Dyno Lab		5/3/1991	Status of Former Gasoline Release Area Near Building 7	ESE	Letter
B	7	#14, 15	6/9/1994	Status of Flint West UST Tank Sites, UST #14, UST #15	ECT	Letter
B	Dyno Lab		7/20/1994	Project Summary & Future Activities Plan	ESE	Letter
B	Dyno Lab		2/23/1995	Closure Request for Plant 7 Release	ESE	Letter
B	7		8/7/1995	Closure Request for Building 7	ESE	Report
B	7	#14, 15	8/12/1995	LUST Closure Report, UST #14, #15	ECT	Report
B	7	#14, 15	8/18/1995	Closure Letter for UST #14, #15		Correspondence
	Dyno Lab		9/18/1995	Closure Report for Dyno Lab Received	MDNR	Letter
B	7	#23, 24	11/5/1998	Intent to Remove UST #23		Letter
B	7	#23, 24	3/24/1999	Confirmed Release from UST #24		Correspondence
B	7	#23, 24	3/24/1999	Confirmed release C-291-99, gasoline from UST #24		Letter
B	7	#23	3/24/1999	UST Closure for #23, Clean Closure		Letter
B	7	#23, 24	3/24/1999	UST Closure for UST #23, #24	Global	Report
B	7	#24	4/26/1999	Confirmed Release from UST #24		Letter
B	7	#23, 24	6/21/1999	UST #24 Closure Report	Global	Report
B	7	#23, 24	6/23/1999	Audit for release from UST #24		Letter
B	8		4/3/1992	Groundwater Analytical from Well No 7A, Building 8	AC Rochester	Letter
B			6/14/2000	PEAS Spill report - oil sheen into river from Outfall #55		Letter
B			6/10/2004	PEAS Spill report - oil sheen into river from Outfall #48		Letter
B			10/17/2004	Well Surveying and groundwater Flow Direction	Goldar	Report
B			7/1/2004	Phase I and Phase II ESA	Goldar	Report
B			2/7/2005	Report on Supplemental Stage 2 Characterization	Goldar	Report
B			1/3/2007	Report of 2006 Supplemental Site Characterization, Delineation of Impact at MW-10 and MW-11	Goldar	Report
B			1/3/2007	Current Conditions Report in Support of Liability Assessment	Goldar	Report
B			1/16/2007	Initial Assessment Report	Goldar	Report
B			1/22/2009	Summary of Site Conditions, Plants 4, 6, 7, 8	Dragun	Report
B			3/19/2009	BEA - Parcel 2 306 S. Stevenson	Dragun	Report
B			8/4/2009	BEA - 306 Stevenson	Dragun	Draft Report
D	10	#25	11/19/1990	Quench Oil Tank Closure/Building 10	ESE	Letter
F	2		10/20/1989	Proposed Work Plan Detailed Site Evaluation	Hunter/Keck	Report
F	2		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
F	2	#12, 13	4/5/1991	Detailed Site Evaluation Building 2, North Yard, UST #12, #13	ESE	Report
F	2	#12, 13	9/6/1993	LUST Supplemental Closure Report for UST #12, #13	ECT	Report
F	2	#12, 13	7/20/1994	Project Summary & Future Activities Plan, USTs #12, #13	ESE	Letter
F	2	#12, 13	12/29/1995	LUST Closure Report, UST #12, #13	ECT	Report
F	2	#12, 13	3/1/1996	Audit Report for 05/22/1989 & 09/02/1988 releases		Correspondence

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
F	2	#12, 13	9/6/1996	LUST Closure Report Audit Response for UST #12, #13	ECT	Report
F	2	#12, 13	11/26/1996	Corrective Deed for UST #12 and #13	ECT	Letter
F	2	#12, 13	4/1/1997	Closure Response for UST #12, #13		Letter
F	2	#12, 13	9/8/1997	Closure Report Received	MDEQ	Letter
F	2	#12, 13	10/31/1997	LUST Supplemental Closure Report for UST #12, #13	ECT	Report
F	2	#12, 13	12/23/1997	Audit Report for USTs #12 and #13	MDNR	Correspondence
F	2	#12, 13	1/12/1999	Corrective Action Notice to Register of Deeds, UST #12, #13	GM	Letter
F	2		10/1/2008	Notice of Migration of Contamination		Correspondence
F	36	#26	11/19/1992	Confirmed release C-2048-92, gasoline from UST #26		Letter
F	36	#26	12/7/1992	Initial Abatement Report, UST #26		Report
F	36	#26	12/22/1992	45-Day Site Characterization and Work Plan		Report
F	36	#26	10/26/1993	Summary of Soil Removal Activities, UST #26		Report
F	36	#26	11/18/1993	Summary of Soil Removal Activities, UST #26		Report
F	36	#26	3/16/1994	210-Day Phase II Hydrogeological Work Plan		Report
F	36	#26	6/9/1994	Status of Flint West UST Tank Sites, UST #26	ECT	Letter
F	36	#26	Aug-94	Phase II Hydrogeological Investigation, UST #26	ECT	Report
F	36	#26	11/18/1994	Feasibility Study for UST #26	ECT	Report
F	36	#26	2/18/1995	Corrective Action Plan for UST #26	ECT	Report
F	36	#26	9/5/1996	Audit for restrictive closure for UST #26		Correspondence
F	36	#26	8/6/1996	Closure Report for UST #26	ECT	Report
F	17 Yard		7/29/1986	Leaking Tanks (Mineral Seal)		Analytical Results
F	17 Yard		8/19/1987	Hydrogeological Investigation of 17-Yard Fisher Guide Manufacturing Plant	Midwest Water Resources	Report
F	17 Yard		8/22/1988	Act 64 Closure Plan for Drum Storage Building	Roy F. Weston	Report
F	17 Yard		6/19/1989	Act 64 Amended Closure Plan for Drum Storage Building	Roy F. Weston	Report
F	17 Yard		10/31/1989	Review of Building 17-Yard Report	Hunter/Keck	Report
F	17 Yard		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
F	17 Yard		9/15/1990	Closure Certification for Drum Storage Area	ESE	Report
F	17 Yard		May-91	Limited Hydrogeological Study	ESE	Report
F	17 Yard		2/28/1992	Report of Hydrogeological Investigation of Yard 17	ESE	Report
F	17 Yard		11/2/1993	Addition to Closure Certification to Drum Storage Area for AC Rochester	ESE	Letter
F	17 Yard		3/15/1994	RCRA Closure MDEQ Response		
F	17 Yard		3/15/1994	Rich Eisenman Response to MDNR for RCRA Closure Response	ESE	Letter
F	17 Yard		3/22/1994	Response Letter to MDNR letter 07/26/1993	ESE	Correspondence
F	17 Yard		7/20/1994	Project Summary & Future Activities		Letter
F	17 Yard		2/23/1995	Update from AC Delco		Letter
F	17 Yard		8/14/1995	Audit by DEQ for Yard 17 for 04/18/1985 release		Correspondence
F	17 Yard		7/19/1995	LUST Closure Report-Yard 17		Correspondence
F	17 Yard		8/8/1995	Analytical Data (PNAs)		Analytical Results

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
F	2 RR		Feb-84	Phase 1 Hydrogeological Study		Report
F	2 RR		3/20/1995	RR-Plant 2, Free Product Report		Letter
F	2 RR		4/11/1996	RR-Plant 2, Free Product Report		Letter
F	2 RR		3/21/1997	RR-Plant 2, Free Product Report		Letter
F	2 RR		2/28/1998	RR-Plant 2, Free Product Report		Letter
F	2 RR		2/8/1999	RR-Plant 2, Free Product Report		Letter
F	2		11/7/2008	Notice of Migration of Contamination	Delphi	Letter
Miscellaneous	2A	#1	8/6/1986	LUST Contamination Study of Plant 2A	Statwart Technical Services, Inc.	Report
Miscellaneous	2A	#1	9/29/1986	Boring Logs		Boring Logs
Miscellaneous	2A	#1	4/8/1987	Subsurface Investigation of Plant 2 A	Groundwater Technology	Report
Miscellaneous	2A	#1	8/19/1987	Gasoline Recovery, Building 2A	Midwest Water Resources	Letter
Miscellaneous	2A		10/11/1988	Figures only	Groundwater Technology	Figures
Miscellaneous	2A		2/7/1989	PEAS Complaint - release of wastewater beneath Building 2A		Letter
Miscellaneous	2A	#1	9/26/1989	UST Removal Letter	Fire Marshal for City of Flint	Letter
Miscellaneous	2A		11/14/1989	Remedial Activities, 2A Gasoline Loss		Letter
Miscellaneous	2A	#20	1/24/1990	Closure Assessment Report Addendum #1, UST #20	ESE	Report
Miscellaneous	2A		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
A, B, Misc	2A		04-1991	UST Reports Discussion Buildings 2, 5, 37	ESE	Report
Miscellaneous	2A		7/18/1994	Project Summary & Future Activities Plan	ESE	Letter
Miscellaneous	2A	#1	12/28/1995	Building 2A determination for Final Assessment Report		Letter
Miscellaneous	2A	#1	1/11/1996	Building 2A Site Classification	BBL	Report
Miscellaneous	2A	#1	10/1/1996	LUST Final Assessment Report, UST #1	BBL	Report
Miscellaneous	2A		5/8/1997	Quarterly Sampling and Intrinsic Bioremediation		Letter
Miscellaneous	2A	#1	6/11/1997	Amendment to Final Assessment Report, Building 2A UST #1	BBL	Report
Miscellaneous	2A		Jul-97	Corrective Action Plan Year 1, Quarter 1, Annual Report for Building 2A	BBL	Report
Miscellaneous	2A		Aug-97	Quarterly Sampling and Intrinsic Bioremediation		Letter
Miscellaneous	2A		Aug-97	Corrective Action Plan Year 1, Quarter 2 Annual Report for Building 2A	BBL	Report
Miscellaneous	2A		Nov-97	Quarterly Sampling and Intrinsic Bioremediation		Letter
Miscellaneous	2A		Nov-97	Corrective Action Plan Year 1, Quarter 3 Annual Report for Building 2A	BBL	Report
Miscellaneous	2A		Aug-98	Corrective Action Plan Quarter 4 Monitoring Report, Building 2A Site	BBL	Report
Miscellaneous	2A	#1	Feb-99	MDEQ Audit of LUST Release C-85-85	MDEQ	Letter
Miscellaneous	2A		May-00	Corrective Action Plan Year 2, Annual Report for Building 2A	BBL	Report
Miscellaneous	2A	#1	1/18/2001	Audit for UST #1 for closure		Correspondence
Miscellaneous	2A	#1		UST #1 Closure Report	BBL	Report
Miscellaneous	2A	#1		Corrective Action Plan Monitoring Program, UST #1	BBL	Report
Miscellaneous	37	#3-6	9/26/1989	Confirmed Release C-586-89, fuel oil from four 50,000-gallon USTs		Letter

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
Miscellaneous	37	#3-6	10/20/1989	Proposed Work Plan Detailed Site Evaluation Building 37, UST Area	Hunter/Keck	Report
Miscellaneous	37	#3-6	5/5/1991	Detailed Site Evaluation Building 37, USTs #3-6 and A	ESE	Report
Miscellaneous	37	#3-6	4/8/1992	Type B Closure Report Building 37, UST # 3-6 and A	ESE	Report
Miscellaneous	37	#3-6	1/12/1994	Audit Report for Confirmed Release 05/22/1989, USTs #3-6		Correspondence
Miscellaneous	9		11/13/1991	PEAS Complaint: former drinking water well north of Building 9, oil on the water	GM	Letter
Miscellaneous	9		6/12/1990	PEAS Complaint: chromic acid waste into storm sewer	GM	Letter
Miscellaneous	Parking Lot B	#27, 28	3/28/1995	Notice of Intent to Remove UST #27	Delphi	Letter
Miscellaneous	Parking Lot B	#27, 28	6/1/1995	UST Registration, Identified #28 while removing #27	Delphi	Letter
Miscellaneous	Parking Lot B	#27, 28	6/9/1995	Site Closure Assessment Report for UST #27, #28	Delphi	Report
Miscellaneous			6/30/1995	Clean Closure granted for UST #27 and #28	MDEQ	Letter
Miscellaneous	Lots E, F, G		1/30/2007	Phase I ESA	Arcadis	Report
Miscellaneous	Lots J, K, L, M		30-Jan	Phase I ESA	Arcadis	Report
Miscellaneous	Lot P		1/30/2007	Phase I ESA	Arcadis	Report

Flint-West, RCRA Generator ID: MID 005 356 654

Date	Document Title	Document Preparer	Type of Document
8/4/1980	Notification of Regulated Waste Activity		Letter
11/17/1980	Notification of Regulated Waste Activity		Letter
9/22/1981	Disposal of Asbestos @ landfill		Letter
5/28/1982	EPA Approval of Part A Application	EPA	Letter
11/15/1982	Waste Characterization Report	GM	Letter
5/23/1983	Waste Characterization Report	GM	Letter
6/6/1983	Copy of Part A Hazardous waste activities sent to state		Letter
8/8/1983	Notice to GM that licenses to transport hazardous waste have expired	MDNR	Letter
9/7/1983	MDNR Inspection - no violations	MDNR	Letter
12/8/1983	Notification of Regulated Waste Activity		Letter
2/8/1984	GM notice to MDNR to propose moving hazardous waste storage area		Letter
2/9/1984	Biennial hazardous waste report for 1983	GM	Letter
5/16/1984	Notice to EPA, Plans to move storage area on hold	GM	Letter
8/6/1984	MDNR Response to violations - compliance	MDNR	Letter
6/25/1985	MDNR Inspection - no violations	MDNR	Letter
7/9/1985	GM Response to RCRA inspection	GM	Letter
7/10/1984	List of Hazardous Storage Areas to MDNR	GM	Letter
10/16/1985	Notice that chlorine tablets inadvertently sent to landfill	GM	Letter
6/6/1986	Soil Quality Study	Keck Consulting Services	Report
6/23/1986	MDNR Inspection - violations	MDNR	Letter
7/29/1986	Leaking Tanks (Mineral Seal)		Analytical Results
9/16/1986	MDNR Inspection - Compliance	MDNR	Letter
5/28/1987	MDNR Inspection - RCRA violations	MDNR	Letter
6/16/1987	GM Response to RCRA inspection	GM	Letter



Date	Document Title	Document Preparer	Type of Document
7/27/1987	MDNR Response to violations - compliance	MDNR	Letter
8/19/1987	Hydrogeological Investigation of 17-Yard Fisher Guide Manufacturing Plant	Midwest Water Resources	Report
9/3/1987	Notice to EPA, Hazardous Waste inadvertently shipped to scrapyard	GM	Correspondence
9/29/1987	Correspondence regarding hazardous waste shipment	EPA	Correspondence
11/3/1987	Correspondence regarding hazardous waste shipment	GM	Correspondence
12/21/1987	Hazardous Waste Shipped to Scrapyard Final Comments	EPA	Correspondence
8/22/1988	Act 64 Closure Plan for Drum Storage Building	Roy F. Weston	Report
9/2/1988	Public Notice Period for Comment on Drum Storage Building Closure Plan	Roy F. Weston	Letter
5/19/1989	Notice of Deficiency for Drum Storage Area Closure	MDNR	Letter
6/19/1989	Act 64 Amended Closure Plan for Drum Storage Building	Roy F. Weston	Report
6/30/1989	Contingent Approval by MDNR	MDNR	Letter
8/8/1989	MDNR Inspection - RCRA violations	MDNR	Letter
8/31/1989	Report of Phase I UST Compliance program for AC Rochester	Hunter/Keck	Report
10/31/1989	Review of Building 17-Yard Report	Hunter/Keck	Report
11/28/1989	Closure Time Extension Letter	GM	Report
Jan-90	AC Flint Rochester Flint West Outfall list		Letter
Jun-90	Hazardous Waste Disposal Completed from Drum Storage Area	GM	Letter
Jul-90	Closure Activities completed at Drum Storage Pad		Letter
9/15/1990	Closure Certification for Drum Storage Area	ESE	Report
10/11/1990	Final Revised Closure Certification Report	ESE	Report

Date	Document Title	Document Preparer	Type of Document
Apr-91	Preliminary Review/Visual Site Inspection and Preliminary Assessment	Ecology & Environment on behalf of EPA	Report
May-91	Limited Hydrogeological Study	ESE	Report
10/2/1991	AC Rochester-West Sampling	WW Engineering & Science	Letter
2/28/1992	Report of Hydrogeological Investigation of Yard 17	ESE	Report
5/3/1993	Review of Hazardous Waste Storage Area	MDNR	Letter
5/20/1993	Report of Tank Removal near RCRA Storage Pad	GM	Report
7/28/1993	Notice of Deficiency for Drum Storage Area Closure	MDEQ	Letter
8/18/1993	Response to Deficiencies	GM	Letter
10/18/1993	SPLC Metals samples collected by MDNR	MDNR	Analytical Results
11/2/1993	Addition to Closure Certification to Drum Storage Area for AC Rochester	ESE	Letter
12/2/1993	MDNR Comments on RCRA Closure Certification	MDNR	Letter
1/13/1994	Facility Inspection with violations	MDNR	Letter
2/18/1994	Sites proposed for National Corrective Action Priority System	MDNR to EPA	Letter
3/15/1994	RCRA Closure Response to Deficiencies		
3/15/1994	Rich Eisenman Response to MDNR for RCRA Closure Response	ESE	Letter
3/17/1994	MDNR Inspection - violations	MDNR	Letter
3/22/1994	Response Letter to MDNR letter 07/28/1993	ESE	Correspondence
5/6/1994	Certification of Closure from MDEQ (not from corrective action)	MDEQ	Correspondence
7/20/1994	Project Summary & Future Activities		Letter
1/23/1995	MDNR Inspection - violations	MDNR	Letter
Feb-95	Environmental/Emergency Response Plan	Hubbell, Roth & Clark	Report
2/23/1995	Update from AC Delco		Letter
5/24/1995	DNR Response to Violations - compliance	MDNR	Letter



Date	Document Title	Document Preparer	Type of Document
7/19/1995	LUST Closure Report-Yard 17		Correspondence
8/8/1995	Analytical Data (PNAs)		Analytical Results
8/14/1995	Audit by DEQ for Yard 17 for 04/18/1985 release		Correspondence
9/29/1997	Export of hazardous material via rail car		Letter
1/26/1999	Notification of Regulated Waste Activity		Letter
2/25/2002	Site Identification Verification	MDEQ	Letter
3/1/2002	Notification of Regulated Waste Activity		Letter
2/27/2004	Notification of Regulated Waste Activity		Letter
4/21/2006	MDEQ inspection - site no longer operating or generating wastes	MDEQ	Letter
Sep-09	Phase I ESA Former Chevy in the Hole	AKT Peerless	Report
May-10	Phase II ESA, Former Chevy in the Hole	AKT Peerless	Report
Unknown	Proposed Work Plan-USTs Management Program		Report

Flint-West, Michigan UST Facility ID: 2683

Document Date	Document Title	Owner of Record
4/22/1986	Registration of USTs	General Motors
1/22/1988	Notification Data for all USTs (20)	
3/30/1989	Notice of Intent to Remove USTs	
4/23/1990	Amended UST Notification Form	
4/25/1990	Registration of USTs	AC Rochester
11/20/1990	Registration of USTs	AC Rochester
7/29/1991	Registration of USTs	AC Rochester
11/12/1992	Registration of USTs	AC Rochester
2/15/1993	Registration of USTs	AC Rochester
3/13/1995	Registration of USTs	Delphi
6/8/1995	Registration of USTs	Delphi Energy & Engine Mgt. Systems
6/8/1995	Registration of USTs	Delphi
2/12/1999	Registration of USTs	Delphi
3/22/1999	Registration of USTs	Delphi Energy & Engine Mgt. Systems
4/26/1999	Revised Notice of UST Closure	Global
9/25/2006	Registration of USTs	Delphi
10/10/2006	Registration of USTs	Delphi
12/14/2006	Registration of USTs	Delphi

**Flint-West, NPDES General Permit #: MIR11L011**

Document Date	Document Title	Type of Document
01/1990	AC Rochester Flint West Outfall Locations	Report
3/22/1995	NPDES Permit to Discharge to Flint River	Permit
6/17/1996	Release of water soluble citrus-based industrial degreaser into storm sewer	Complaint
6/18/1996	PEAS - release of industrial water soluble degreaser	Complaint
10/6/1997	Out of Compliance with NPDES regulations	Correspondence
8/3/1998	NPDES Permit to Discharge to Flint River	Permit
9/27/1999	NPDES Permit to Discharge to Flint River	Permit
3/30/2000	NPDES Permit to Discharge to Flint River	Permit
6/14/2000	PEAS - oil sheen into river	Complaint
9/11/2000	PEAS - oil sheen into river	Complaint
10/30/2000	Release of yellow/green dye into storm sewer	Complaint
4/10/2001	PEAS - oil sheen into river	Complaint
6/10/2004	Release of oil sheen into Flint River observed by MDEQ	Complaint
8/30/2004	Request to release FLT Yellow/Green dye into storm sewer	Correspondence
2/10/2005	NPDES Permit to Discharge to Flint River	Permit
7/22/2005	Water Bureau Inspection/Evaluation Report	Inspection

**APPENDIX 2**

**DESCRIPTION OF FIVE PARCELS MAKING UP THE PROPERTY**  
**SUBJECT TO THIS AGREEMENT**



## Property

The following described premises situated in the City of Flint, County of Genesee and the State of Michigan, to-wit:

### Parcel 1:

A parcel bounded on the East by Chevrolet Avenue, on the North by Flint River, on the West by Center Street, and on the South by Grand Trunk Western Railroad.

Part of Lots 14 and 15, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 5 and 6, Peter O'Conner's Subdivision of part of Lot 1 of Thayer and Wright's Outlots, as recorded in Deed Liber 83, Page 0 and transcribed in Plat Liber 14, Page 20, Genesee County, Michigan Records; also part of Outlot 1 of Thayer and Wright's Outlots, Section 9, Smith's Reservation, as recorded in Deed Liber 25, Page 639, and transcribed in Plat Liber 6, Page 12, Genesee County, Michigan Records; also part of Lots 13 through 17, Block 2 and Lots 18 through 21, Block 3, all in Thurber's Addition to West Flint, as recorded in Deed Liber 68, Page 616, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Garden Street, Pershing Street, and Joyner Street, City of Flint, Genesee County, Michigan described as follows: Commencing at the intersection of the Southerly Line of Hasselbring Street, so-called, with the Westerly Line of Chevrolet Avenue, so-called; thence Southerly, along said Westerly Line of Chevrolet Avenue, S 31°30'53" E 398.51 feet AND S 61°01'48" E 26.74 feet AND S 31°06'17" E 227.89 feet to the place of beginning, being the intersection of the said Westerly Line with the Northerly Face of an existing retaining Wall at the Southerly Bank of the Flint River; thence S 83°25'21" W, along said Northerly Face, 27.47 feet to an angle point in said Wall; thence continuing along said Northerly Face, S 59°46'45" W 584.07 feet to an angle point in said Wall; thence S 09°58'57" E, along the Westerly Face of said Wall, 31.72 feet to the Southerly Face of an existing Retaining Wall; thence along said Southern Face, on a curve to the right, having a radius of 661.26 feet, an arc length of 256.41, with a chord bearing and distance of S 72°28'20" W 254.81 feet AND S 83°34'53" W 90.0 feet to the Easterly Line of Center Street, so-called; thence Southerly along the said Easterly Line to a point being S 00°48'30" E 19.19 feet from the intersection of the said Easterly Line of Center Street with the Centerline of Joyner Street, so-called; thence N 87°22' E 128.16 feet; thence on a curve to the left, having a radius of 15,416.74 feet, with a chord bearing and distance of N 86°47'30" E 304.96 feet to the intersection of the Easterly Line of Pershing Street, so-called, with the said Centerline of Joyner Street extended Easterly; thence Southerly, along the said Easterly Line of Pershing Street, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Chevrolet Avenue; thence Northerly, along said Westerly Line, to the place of beginning.

**Parcel 2:**

A parcel bounded on the East by Stevenson Street, on the North by Flint River, on the West by Chevrolet Avenue, and on the South by Grand Trunk Western Railroad.

Part of Lots 7 through 14, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6., Page 6, Genesee County, Michigan Records; also part of Lots 11 through 26, Robinson Place, as recorded in Plat Liber 1, Page 28, Genesee County, Michigan Records; also part of Lots 1 through 6, Block 3, McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Lots 6 through 11, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 9, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also part of Bang's Replat of part of Blocks 6 and 8, McFarlan and Co.'s Cottage Grove Addition, as recorded in Plat Liber 4, Page 21, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Robinson Place Street and McFadden Street, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Westerly Line of Stevenson Street, so-called, which is S 41°04'05" E 257.19 feet from the intersection of said Westerly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Westerly, along said Southerly Bank, S 59°21'35" W 98.48 feet AND S 42°39'38" W 104.4 feet AND S 59°21'35" W 412.66 feet AND S 40°55'29" W 79.06 feet AND S 30°25'01" W 50.16 feet AND S 20°32'57" W 94.23 feet AND S 03°06'40" W 331.01 feet AND N 81°35'08" W 18.08 feet AND S 03°06'40" W 41.75 feet AND S 08°24'52" W 83.83 feet AND S 81°35'08" E 15 feet AND S 08°24'52" W 85.02 feet AND S 31°25' W 187.98 feet AND S 51°23'05" W 68.90 feet AND N 38°36'55" W 15 feet AND S 51°23'05" W 259.5 feet AND S 59°24'07" W 486.09 feet to the Easterly Line of Chevrolet Avenue, so-called; thence Southerly, along said Easterly Line, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 58°05'06" E 146.50 feet AND S 31°54'54" E 6.0 feet AND N 58°05'06" E 288 feet AND N 79°40'49" E 51.62 feet AND N 58°05'06" E 209.30 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 55°36'48" E 5.61 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 48°07'48" E 376.20 feet AND on a curve to the left, having a radius of 789.74 feet, with a chord bearing and distance of N 31°46'35" E 79.73 feet AND on a curve to the left, having a radius of 1687.59 feet, with a chord bearing and distance of N 25°40'04" E 189.30 feet AND N 04°52'22" E 69.17 feet to the Southerly Line of Kearsley Street, so-called; thence continuing Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Stevenson Street; thence Northerly, along said Westerly Line, to the place of beginning.



**Parcel 3:**

A parcel bounded on the West by Chevrolet Avenue, on the North by Grand Trunk Western Railroad, on the East by Asylum Street, and on the South by Glenwood Avenue.

Part of Lots 7 through 13, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 1 through 6, 11, and 12, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 0, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also including part of vacated Kearsley Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Northerly Line of Glenwood Avenue, so-called, which is S 52°15'02" W 152.22 feet from the Southeasterly Corner of Lot 13, Block 1, of said West Flint; thence on a curve to the right, having a radius of 25.00 feet, a central angle of 93°51'00", with a chord bearing and distance of N 80°49'28" W 36.52 feet to the Easterly Line of Chevrolet Avenue, so-called; thence N 33°53'58" W, along said Easterly Line, 157.69 feet to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 56°42'17" E 65.30 feet AND N 75°09'53" E 29.69 feet AND N 65°56'06" E 67.60 feet AND N 61°42'38" E 60.43 feet AND N 60°54'10" E 299.93 feet AND N 61°15'50" E 207.57 feet AND N 55°56'48" E 48.28 feet AND N 50°01'12" E 109.47 feet AND N 45°11'08" E 88.57 feet AND N 42°33'04" E 125.24 feet AND N 31°13'59" E 137.79 feet AND N 25°57'55" E 194.92 feet AND N 17°49'59" W 19.47 feet AND N 30°01'49" E 65.80 feet AND N 31°11'43" W 25.86 feet AND N 30°55'47" E 17.96 feet to the Southerly Line of Kearsley Street, so-called; thence continuing along said Railroad Right-of-Way to the Westerly Line of Asylum Street, so-called, extended Northerly; thence S 31°43'45" E, along said Westerly Line of Asylum Street and Line extended, to a point being 80 feet Northerly from the intersection of said Westerly Line with the Northerly Line of said Glenwood Avenue; thence S 60°15' W 80 feet; thence S 36°06'10" E 22.56 feet; thence S 60°15' W 90.26 feet; thence S 29°24'18" E 20 feet; thence S 60°15' W 50 feet to the Westerly Line of Lot 7, Block 1 of said West Flint; thence Southerly, along said Westerly Line, to the said Northerly Line of Glenwood Avenue; thence Westerly, along said Northerly Line, to the place of beginning.

<u>Commonly known as</u>	<u>Parcel</u>	<u>Tax I.D. Number shown on 1999 Quit Claim Deed</u>	<u>Current Parcel Number</u>
300 N. Chevrolet Avenue	1	10-13-301-005-8	4013301005
306 S. Stevenson St.	2	10-13-176-002-5	4013176002
Glenwood Ave.	3	10-13-326-005-4	4013326005

Parcel 4:

A parcel bounded on the West by Stevenson Street, on the North and East by the Flint River and on the South by Grand Trunk Western Railroad.

Part of Lots 1 through 5, Block 1 and Lots 1 through 14, Block 2, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Block C, McFarlan and Co.'s Cottage Grove Addition, as recorded in Deed Liber 79, Page 0, and transcribed in Plat Liber 18, Page 13, Genesee County, Michigan Records; also part of Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records; also including part of vacated Stewart Street, Whaley Street, and Mill Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Easterly Line of Stevenson Street, so-called, which is S 40°38'13" E 257.97 feet from the intersection of said Easterly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Easterly, along said Southerly Bank, N 59°21'35" E 147.73 feet AND N 89°46'17" E 59.26 feet AND N 47°23'01" E 168.67 feet AND N 15°46'06" E 55.23 feet AND N 14°11'26" E 122.46 feet AND N 38°11'30" E 118.10 feet AND N 58°07'18" E 124.97 feet AND S 85°19'47" E 14.20 feet AND N 08°19'03" W to the Southerly Edge of the Flint River; thence Easterly and Southerly, along the said Southerly Edge of the Flint River, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Westerly, along said Railroad Right-of-Way, to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the place of beginning.



Parcel 5:

A parcel bounded on the West by Stevenson Street, on the North by Grand Trunk Western Railroad, on the East by Thread Creek, and on the South by Kearsley Street.

Part of Lots 6 through 15, Block 1 and Lot 1 and Lots 3 through 10, Block 4 and Lots 1 through 10, Block 5 and Lots 1 through 6, Block 6 and Lots 1 through 6, Block 7 and including part of vacated streets and alleys in and between the said Blocks, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Northerly Line of Kearsley Street, so-called, which is N 60°51' E 128.50 feet from the intersection of said Northerly Line with the Easterly Line of Stevenson Street, so-called, also being the Southwesterly Corner of Block 7, of said McFarlan's Addition to West Flint; thence S 67°41'34" W 62.95 feet; thence S 60°51' W 29.70 feet; thence on a curve to the right, having a radius of 20 feet, a central angle of 89°35', having a chord bearing and distance of N 74°21'30" W 28.18 feet; thence N 29°34' W 69.76 feet; thence N 36°24'34" W 138.49 feet to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way, being 10.7 feet Northerly of the Southwesterly Corner of Lot 4, Block 4, of said McFarlan's Addition to West Flint; thence Easterly, along said Southerly Line of the Grand Trunk Western Railroad Right-of-Way, to a

point on the Easterly Line of vacated Whaley Street, so-called, which is 25 feet Northerly of the Southwesterly Corner of Lot 6, Block 1, of said McFarlan's Addition to West Flint; thence continuing Easterly, along said Railroad Right-of-Way, to a point being 66.41 feet Westerly of the intersection of said Railroad Right-of-Way with the Easterly line of Island Street, so-called, also being at the Easterly Bank of Thread Creek; thence Southerly, along said Easterly Bank, S 05°30'50" E 55.99 feet AND S 05°30'51" W 15.76 feet AND S 02°13'35" W 77.91 feet AND S 08°08'40" E 175.00 feet AND on a curve to the left, having a radius of 121.81 feet, with a chord bearing and distance of S 21°58'48" E 58.26 feet AND S 35°48'55" E 111.08 feet to the said Northerly Line of Kearsley Street, being S 58°13'55" W 116.05 feet AND S 60°16'59" W 115.86 feet from the intersection of said Northerly Line of Kearsley Street with the Westerly Line of said Island Street; thence Westerly, along said Northerly Line of Kearsley Street, to the place of beginning.

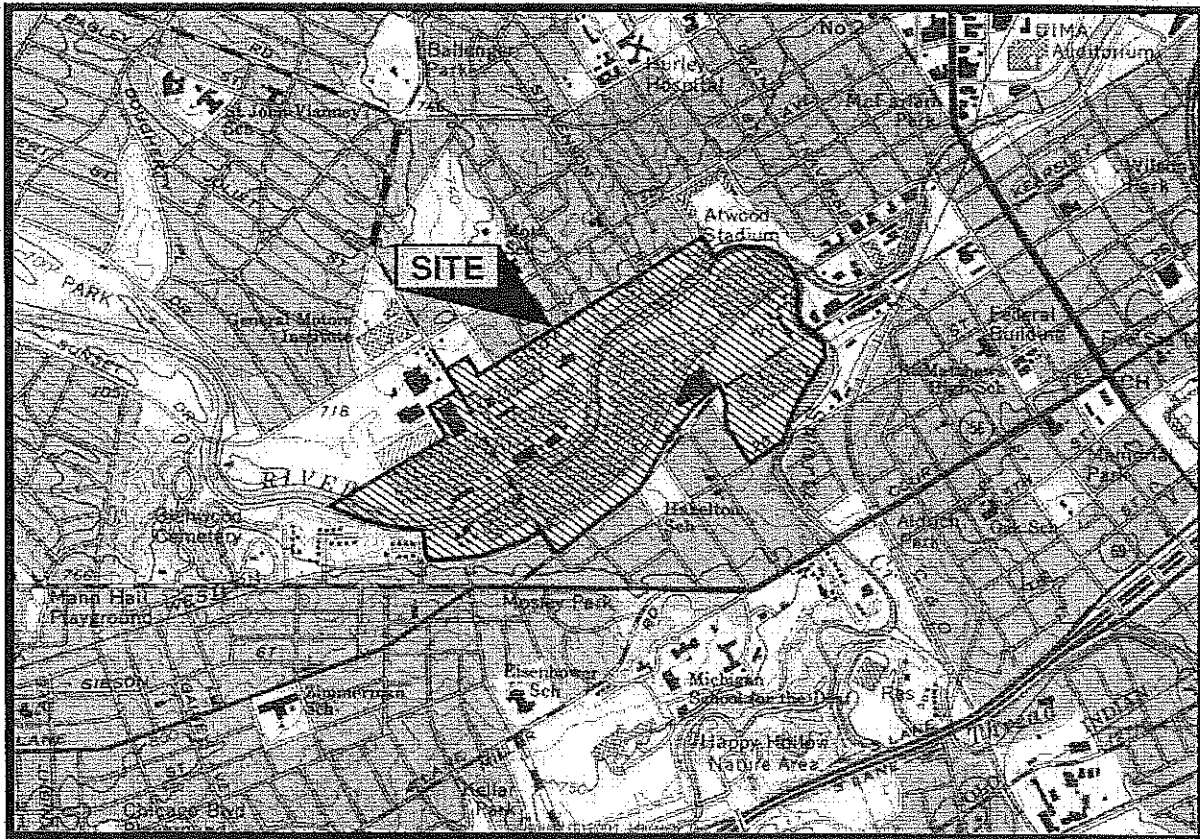
Parcel 4: Commonly known as: 307 S. Stevenson St.  
Tax I.D. Number: 00-13-251-004-9 or 4013251004

Parcel 5: Commonly known as: 300 N. Chevrolet Avenue  
Tax I.D. Number: 10-13-251-011 or 4013251011

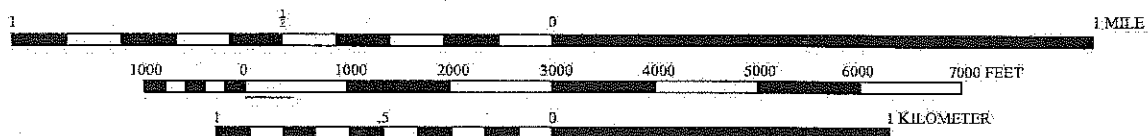
## **APPENDIX 3**

### **MAP OF THE SITE**

FLINT NORTH QUADRANGLE  
MICHIGAN - GENESEE COUNTY  
7.5 MINUTE SERIES (TOPOGRAPHIC)



T.7N. - R.6E.



CONTOUR INTERVAL 10 FEET  
DATUM IS MEAN SEA LEVEL

SITE MAP BASED ON 1983 PART A PERMIT APPLICATION  
NOTE THAT LARGER SITE DEPICTED IN 1991 EPA  
PRELIMINARY ASSESSMENT REPORT

IMAGE TAKEN FROM 1969 U.S.G.S. TOPOGRAPHIC MAP  
PHOTOREVISED 1975



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**SITE MAP**  
DELPHI FLINT WEST SITE  
EPA ID # MID005356654  
300 NORTH CHEVROLET AVENUE  
FLINT, MICHIGAN  
PROJECT NUMBER: 6163s

DRAWN BY: JWB  
DATE: 03-15-10

FIGURE I

## **APPENDIX 4**

### **MAP OF THE GREEN CORRIDOR**

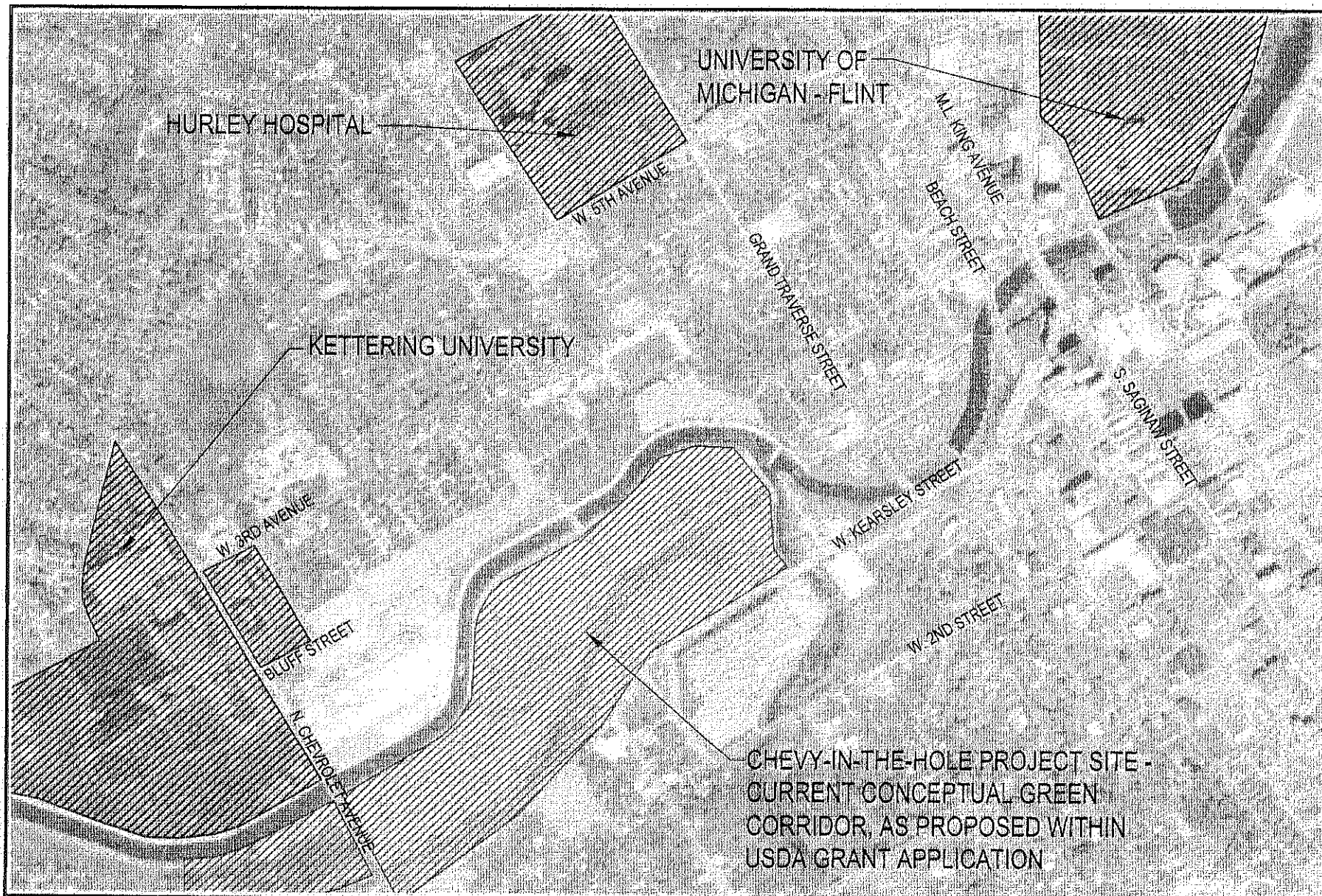


FIGURE 1: PROPOSED GREEN CORRIDOR LOCATION

MARCH 2011

Flint, Michigan

APPENDIX 4

SCALE: 1" = 800' @ 8.5x11  
0 400 800

## **APPENDIX 5**

### **WORK PLAN**

## APPENDIX 5 WORK PLAN

### **Task 1 - Existing Data Summary/Organization**

Known and available physical, chemical, biological, and geochemical data will be reviewed, compiled into a database, and synthesized into a conceptual site exposure model (CSEM) as presented later in Task 4. Existing contaminant data were compared to current relevant State of Michigan Department of Environmental Quality's (MDEQ's) generic cleanup criteria (GCC) established under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Public Act 451, 1994, as amended (Part 201). The results to date with regard to contaminants in groundwater and soil versus generic non-residential Part 201 criteria are summarized graphically on Figures 5-1, 5-2, 5-3, and 5-4. This task remains ongoing, until Task 2 is completed, as more historical data is discovered and as data gaps are identified and correspondingly resolved.

In addition known and available relevant physical and hydrogeologic data, particularly data associated with existing wells and their past sampling events, was assembled, reviewed and summarized. Figure 5-5 presents the most recent known groundwater potentiometric surface contours.

### **Task 2 – Phase I Environmental Site Assessment**

In September 2009 a Phase I Environmental Site Assessment (ESA) was completed at the subject property. According to the American Society for Testing and Materials (ASTM) 1527-05 standard the following components of the ESA must be updated within 180 days prior to the date of acquisition of the Property:

- Interviews with owners, operators, and occupants;
- Searches for recorded environmental cleanup liens;
- Reviews of federal, tribal, state, and local government records;
- Visual inspections of the property and of adjoining properties; and
- The declaration by the environmental professional responsible for the assessment or update.

A new ESA will be prepared for the Property. The ESA is based on the scope and limitations of ASTM Standard Practice For Environmental Site Assessments, E-1527, which outlines good commercial and customary practice for conducting an ESA and establishing "due-diligence" and conducting AAI.

In accordance with ASTM standard practice E-1527, the ESA will include at least the following tasks:

- A property inspection to assess and evaluate existing environmental risks and liabilities associated with the property, including a review of: (1) general activities occurring at the property, (2) existing property conditions, and (3) adjoining properties.
- A review of federal, state, and local database records to identify sites of environmental concern. These database records include, but are not limited to, the following: (1) National Priorities List (NPL), (2) Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), (3) Resource Conservation and Recovery Act (RCRA) - Hazardous Waste Data Management System, (4) State

Hazard Waste Sites (SHWS), (5) Solid Waste Facilities/Landfill Sites (SWF/LS), and (6) Leaking Underground Storage Tank Incident reports (LUST).

- A review of readily available inventories and records of known or suspected sites of environmental impairment maintained by federal, state and local regulatory authorities, including records of compliance, as appropriate.
- A review of readily available underground storage tank (UST) and aboveground storage tank (AST) registration records, and LUST records maintained by state and local regulatory authorities.
- The consideration of adjoining property use and activity.
- A review of available environmental information and reports regarding the Property.
- Interviews with persons who are familiar with past or present uses, activities, and environmental concerns at the Property (including regulatory agencies).

The ESA will discuss: (1) the potential for contamination of soil, surface water, and groundwater at the Property, (2) the possible presence of underground or aboveground storage tank systems at the Property, (3) the possible presence of polychlorinated biphenyl (PCB) sources at the Property, (4) the proximity of the Property to known and/or suspected sites of environmental concern, and (5) the historical uses of the Property.

The ESA written report will document the data and information gathered during the ESA. The report will include: (1) a description of the Property and contiguous properties, (2) a summary of the environmental records review, (3) a description of the historical use of the Property, (4) Property inspection results, and (5) a review of potential off-site sources of environmental concern. The ESA will address the recognized environmental conditions associated with the Property, if any.

The report will provide specific conclusions regarding the environmental status of the Property. The conclusions will reflect the best professional judgment of the environmental professional and will be based upon the conditions observed and information made available at the time of the assessment.

The ESA will not include a review of wetlands, asbestos, or lead-based paint. However, it will not ignore any obvious environmental concerns regarding these issues. The ESA includes investigating the past uses of the Property and adjoining properties, but does not include investigating past uses of nearby properties.

### **Task 3 – Baseline Environmental Assessment**

As the Property is identified as a *facility* (as defined in Part 201), a Baseline Environmental Assessment (BEA) will be completed. A BEA, as defined by Part 201 is completed for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) for a new owner or operator of property that is a facility.

The BEA will be based on the following:

- Existing Data Summary/Organization
- Results of the ESA
- Results of the recent existing Phase II investigations of the Property



#### **Task 4 - Exposure Pathways and Receptors Analysis**

Following a template outlined by the American Society of Testing and Materials (ASTM, E1739-95), and in a manner consistent with Part 201, an Exposure Pathways and Receptors Analysis will be completed regarding the known site conditions, restrictions and intended use of the Property. This is the CSEM. The exposure pathways and receptors analysis will be based on the data assembled during the Existing Summary/Data Organization Task (Task 1). The current pathways and receptors analysis is summarized in Figure 5-6. This figure represents a synthesis of known data from Task 1 based on proposed future site use conditions. Figure 5-6 considers future land use as greenspace and also relates proposed risk removal or isolation elements to the pathways that they would help eliminate. This CSEM will continue to be updated and modified as further data and information becomes available until Task 2 is completed.

#### **Task 5 – Due Care Plan Document**

A Due Care Plan will be prepared in accordance with the requirements of Part 201. The purpose of the Due Care Plan is to document the manner whereby the City satisfies these obligations and ensures that land use will be consistent with the exposures. The CSEM provides the framework for the Due Care Plan. The Due Care Plan will be updated as required during the term of the Prospective Purchase Agreement (PPA).

The Due Care Plan will be based, in part, on the following:

- Existing Data Summary/Organization
- The CSEM
- Results of the existing Phase II Property investigations
- Proposed Future Use of the Property by the City

The following discussion is organized by environmental media as follows:

- Surface water and Groundwater
- Soil, and
- Source Control

#### **Surface Water and Groundwater**

Surface water related pathways are related to an ecological receptor and not a part of a due care analysis or due care obligations. Based on the CSEM, the sole use restriction required to address groundwater is the prohibition of the use of groundwater as drinking water, which is not a significant encumbrance on the site as municipal water is supplied throughout the area. A restrictive covenant which prohibits the use of groundwater as drinking water will be recorded by the City.

Although not obligated to perform an active remedy for the groundwater, the City recognizes that the understanding of the groundwater/surface water interface (GSI) is key to the future reuse of the site and the facilitation of the Army Corps of Engineers (ACOE) plans to soften the existing shore and potentially deconstruct the existing concrete trapezoidal river channel. Therefore, a mixing zone analysis (Task 8) and determination of site-specific GSI criteria will be performed but not as part of the due care plan.

#### **Soil**

Much of the existing contaminated soils are currently covered with generally impervious asphalt and/or concrete. Due care obligations related to soil will be satisfied using a variety of cover solutions,

phytoremediation, and a restrictive covenant. Covers include capping with clean soil, a combination of new trees and clean soil caps, and the continued use of existing impervious surfaces. The initial phase will be to green a narrow, riparian strip along the river, approximately 200 feet wide and 5,500 feet long. Upland activity will involve the planting of trees to both green the site and treat isolated areas of contaminated soil via phytoremediation. The EPA is planning the physical soil/LNAPL removal from Parcel 1.

In areas where new clean soil cover will be employed, a minimum of six inches of soil will be utilized in addition to topsoil and cover vegetation, which will comprise an approximate area of 29 acres. Clean soil for this site could include soil tested and moved from other areas of the site, clean crushed concrete, soil brought to the site from an offsite source, or a combination thereof. Walkways will also serve a cover function and will be comprised of materials such as asphalt, crushed concrete, and wood chips; it is anticipated that walkways will comprise an approximate area of 2 acres.

In all cases where the daylighting of soils, soil capping or other alternatives are employed, an assessment will be completed to ensure that existing contaminant exposures and exposure pathways are not exacerbated and are mitigated as needed for due care consistent with the CSEM.

As referenced in Task 4, future land use is based on the implementation of several risk reduction elements as depicted in Figure 5-6. With regard to soils, these risk reduction elements or due care actions are conceptually summarized as follows:

- A restrictive covenant will be recorded for all of the parcels. Among the key restrictions will be:
  - o Subsurface earthwork in areas of contamination will be performed in accordance with a site-specific Health and Safety Plan (HASp) and the Due Care Plan, and
- Contaminated soils or exposures to contaminated soils will be managed via:
  - o Retainage of the existing cap/cover as appropriate,
  - o Placement of soil cover over the existing cap/cover as appropriate for the facilitation of phytoremediation (per a USDA Forest Service Grant for phytoremediation),
  - o Fortuitous remediation via mechanisms such as phytoremediation and attenuation, and
  - o Physical removal via the US EPA plans to mitigate soils impacted with light non-aqueous phase liquid (LNAPL) on Parcel 1.

If, in the course of performing the work in this work plan, the City encounters or discovers an environmental condition onsite that presents an imminent and substantial danger to human health or the environment, the City will notify EPA of the discovery of this condition.

#### **Source Control**

Given the current and proposed future land use for the site, source control measures for shallow soil and aqueous phase sources include the following:

- Placing new clean soil cover above existing contaminated locations as appropriate (estimated at approximately 29 acres, see Figure 1 of Appendix 4),
- Retainage of existing cap/cover above existing contaminated locations as appropriate (estimated at 31 acres, see Figure 1 of Appendix 4),
- Physical removal, e.g. EPA LNAPL emergency response (estimated at 5-10 acres), and

- Limited reduction and removal of contaminants from the shallow soils, groundwater, and surface runoff via phytoremediation (estimated at approximately 12-29 acres, see Figure 1 of Appendix 4).

The use of trees and other vegetative species for the phytoremediation of contaminants in soils and shallow groundwater and the management of surface runoff is consistent with the City's (and the ACOE's) vision of the site as a continuous greenspace corridor along the riverfront (grant funding procured by the City from the United States Department of Agriculture — Forest Service will be used for the tree acquisition and planting). The use of phytoremediation will be preferred in locations where the existing cap/cover is no longer impervious and shallow soil contamination does not pose an exacerbation threat via leaching and mobility. Note that trees used for phytoremediation will be evaluated for contaminant uptake in leaves and woody tissue; this will include testing of existing mature trees and testing of trees planted as part of the USDA phytoremediation grant. The contract under the USDA grant will specify that the successful bidder include tissue and leaf testing as part of that project.

#### **Task 6 – Site Specific Health and Safety Plan**

Prior to conducting activities under this Work Plan on the Property that may result in exposure to hazardous substances, a HASP will be prepared for such activities. Topics required by 29 CFR Part 1910, Section .120(b)(4) and in 29 CFR Part 1926, Section .65 (b)(4) shall be addressed in the HASP. Where the use of a specific topic is not applicable to the project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic. The HASP will address the following as applicable to the activities and the Property:

- A. Property description and contamination characterization
- B. Hazard/Risk analysis
- C. Staff organization, qualifications, and responsibilities
- D. Training
- E. Personal protective equipment
- F. Medical surveillance
- G. Exposure monitoring/air sampling program
- H. Heat and cold stress monitoring
- I. Safety procedures, engineering, controls, and work practices
- J. Property control measures
- K. Personal hygiene and decontamination
- L. Equipment decontamination
- M. Emergency equipment and first aid requirements
- N. Emergency response and contingency
- O. Certificate of worker/visitor acknowledgment
- P. Inspection
- Q. Safety and health phase-out report

#### **Task 7 – Notice of Migration of Contamination**

to the extent required by Part 201, the City will prepare and distribute a Notice of Migration of Contamination.

#### **Task 8 - Mixing Zone Analysis**

The existing hydrogeologic information for the Property will be evaluated, and a mixing zone analysis will be prepared, subject to the limitations noted below and subject to the availability of existing data. The following subtasks will be performed:

- Well Inventory – visually inspect and note the integrity of the existing well network on the Property.
- Data Gaps Identification – identifying data gaps required to adequately perform mixing zone analysis, e.g., groundwater quality or water level gaps along GSI frontage not covered by the existing well network.
- Data Gaps Investigation – address identified data gaps with the installation of temporary and/or permanent monitor wells and associated water level surveying and/or groundwater quality determination(s).
- Seasonal Monitoring – over the course of nine months, collect water level, groundwater quality, and hydraulic data necessary to perform the mixing zone analysis.
- Mixing Zone Analysis – perform an analysis and complete an application for submission to the MDEQ for a mixing zone and develop a sensitivity analysis with regard to future perturbations to the hydrogeologic setting of the site, i.e., naturalization of the river/land surface. The Mixing Zone Analysis will be performed for the relevant contaminants of concern.

Existing potentiometric surface contours for a previous groundwater monitoring event are depicted for Parcel 2 on Figure 5-5. The mixing zone analysis will be used to develop GSI criteria for the relevant contaminants. Although the GSI is not a relevant pathway in due care analyses, the City is including the mixing zone analysis in this scope of work to facilitate the ACOE plans to soften the shore and/or ultimately deconstruct the concrete trapezoidal river channel which will enhance the greenspace corridor.

#### **Task 9 - Groundwater Monitoring**

Volatile organic compounds, metals, and inorganics exist throughout the Property. With regard to the CSEM, several processes are believed to be occurring at the Property:

- Natural attenuation, e.g., degradation of hydrocarbons via naturally occurring processes.
- Anthropogenic-related attenuation, e.g., degradation (partial or complete) of chlorinated ethenes due to the presence of petroleum-related hydrocarbons (toluene) as a carbon source.
- Abiotic redox processes, e.g., favorable speciation of metals (due to redox conditions) with respect to mobility and toxicity. An example of this phenomenon is observed in the occurrence of less mobile, less soluble trivalent chromium versus more toxic, more mobile hexavalent chromium, respectively, in various environmental media across the site, as a likely result of anaerobic, reducing conditions.

The objective of Task 9 will be to further quantify the groundwater, both spatially and mechanistically, and to maintain conditions favorable to attenuation. The following subtasks will be performed for the Property:

- Data Gaps Identification – identify data gaps in MNA analysis/demonstration, e.g., groundwater quality, contaminant species, groundwater geochemistry.

- Data Gaps Investigation – address identified data gaps with the installation of temporary and/or permanent monitor wells and associated sampling and analyses.
- Temporal Monitoring and Analysis – over the course of twelve months collect and analyze data necessary to determine if significant MNA processes are occurring, and integrate this synthesis into the CSEM.

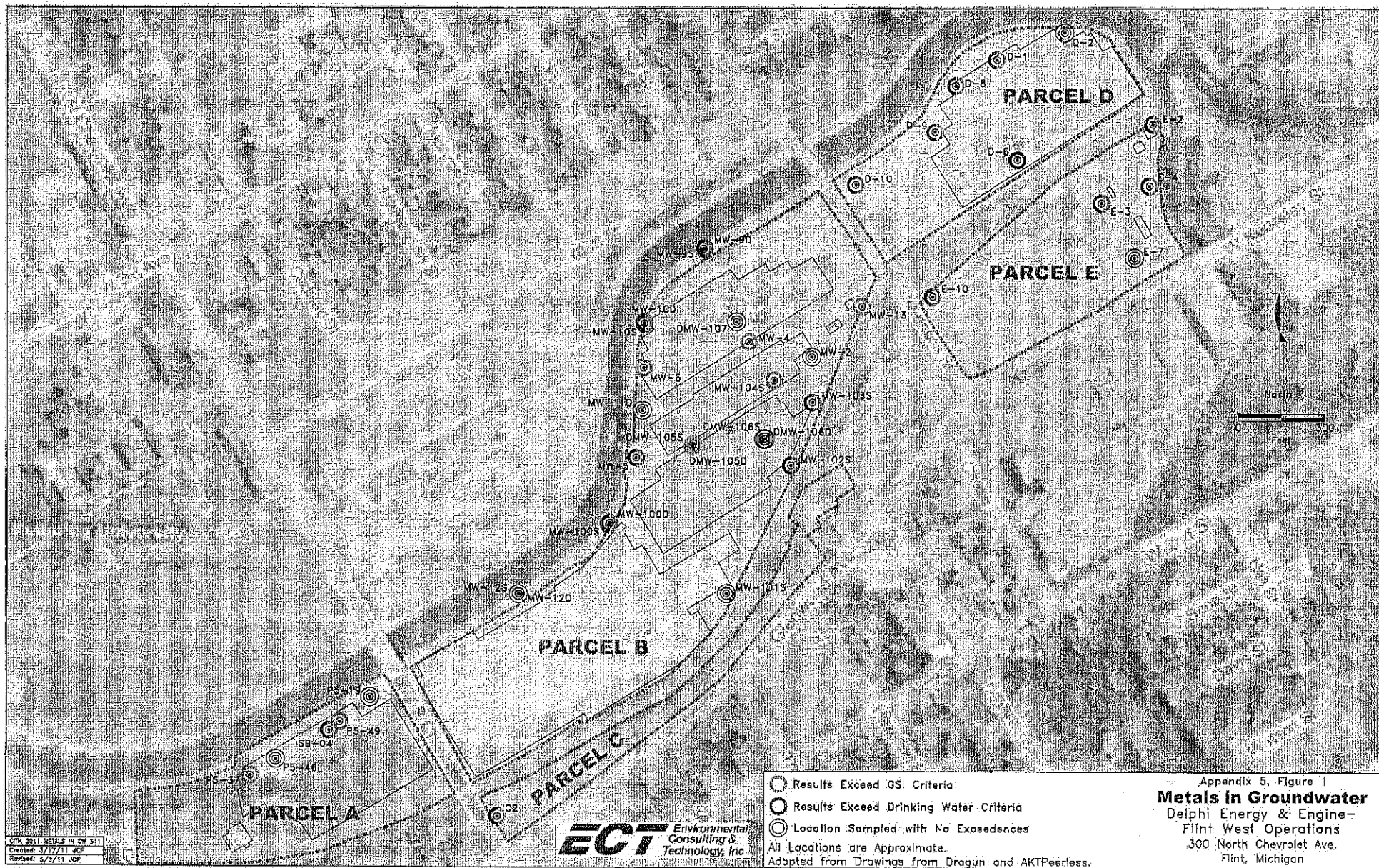
New data to be generated from this work will include the presentation of a more spatially dense distribution of contaminants (e.g., VOCs, metals, and inorganics), redox indicators (e.g., dissolved gases methane, ethene and ethane), and biological indicator parameters such as nitrate-nitrite, sulfate, chemical oxygen demand (COD), dissolved oxygen (DO) and oxidation reduction potential (ORP). In addition, where appropriate, speciation of specific contaminants, e.g. chromium, will be performed.

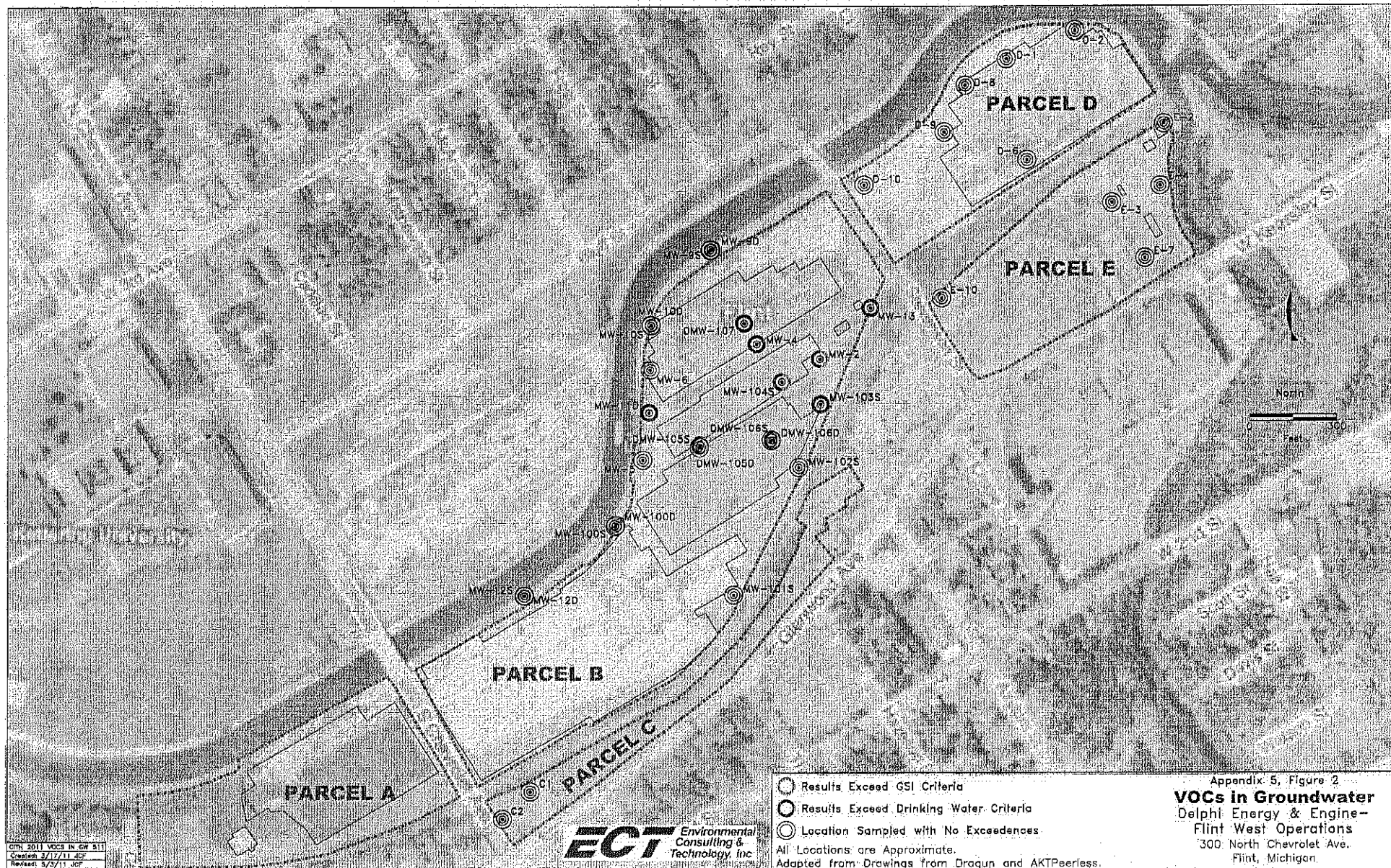
Spatial and temporal monitoring will occur under this task in two phases within the two-year period after the effective date of the PPA. A total of 30 monitor wells (20 existing and 10 newly installed) will be included in this two-phase program, with parameters and frequency for each location based on its monitoring function and its relative location with respect to the contaminants of concern.

The second phase shall be performed after the U.S. EPA completes its work at Parcel A if sufficient time remains between the completion of such U.S. EPA work and such two-year period. If there is not sufficient time, then the second phase will be implemented to gather groundwater data as practicable within the scope of this Task 9.

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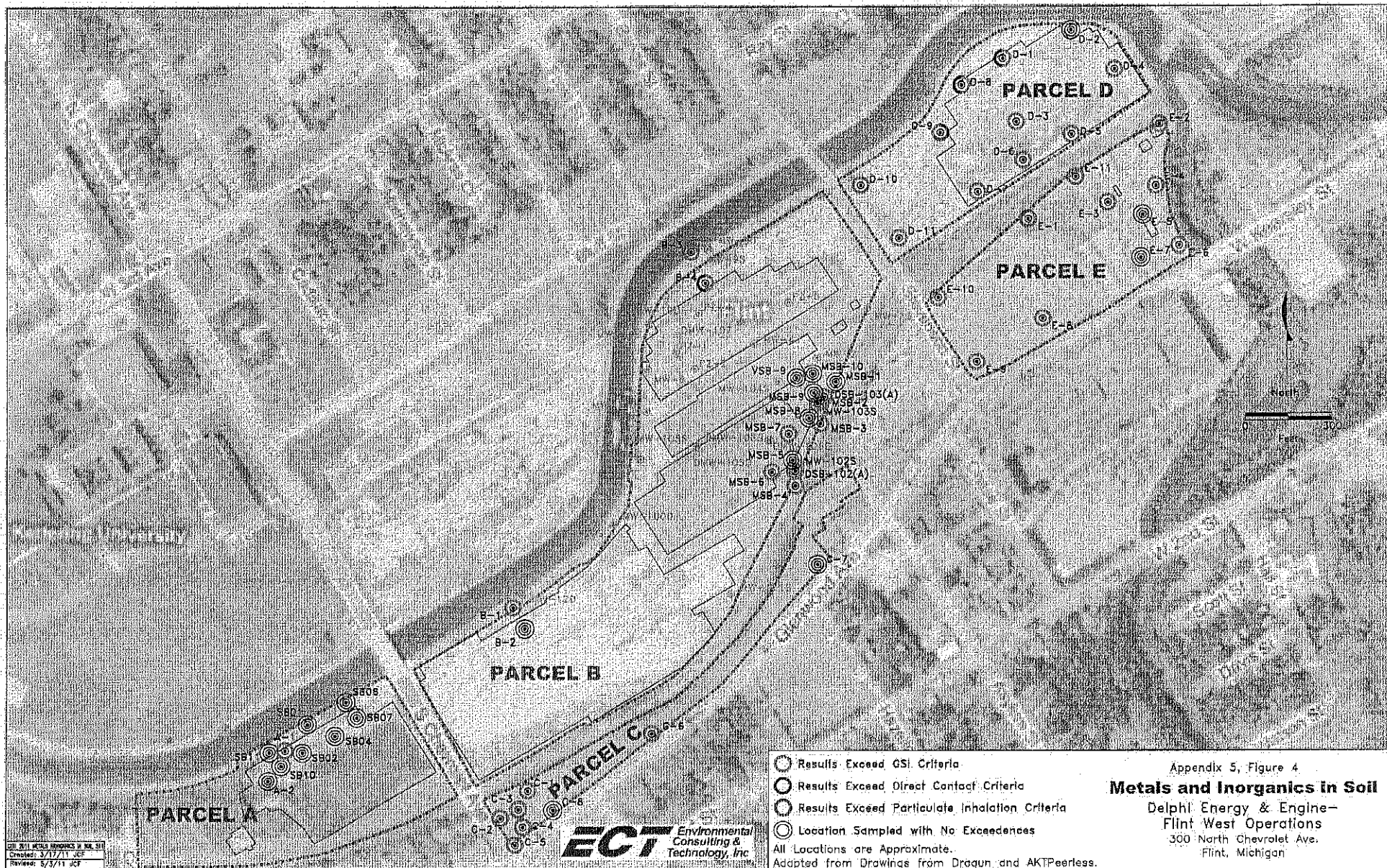


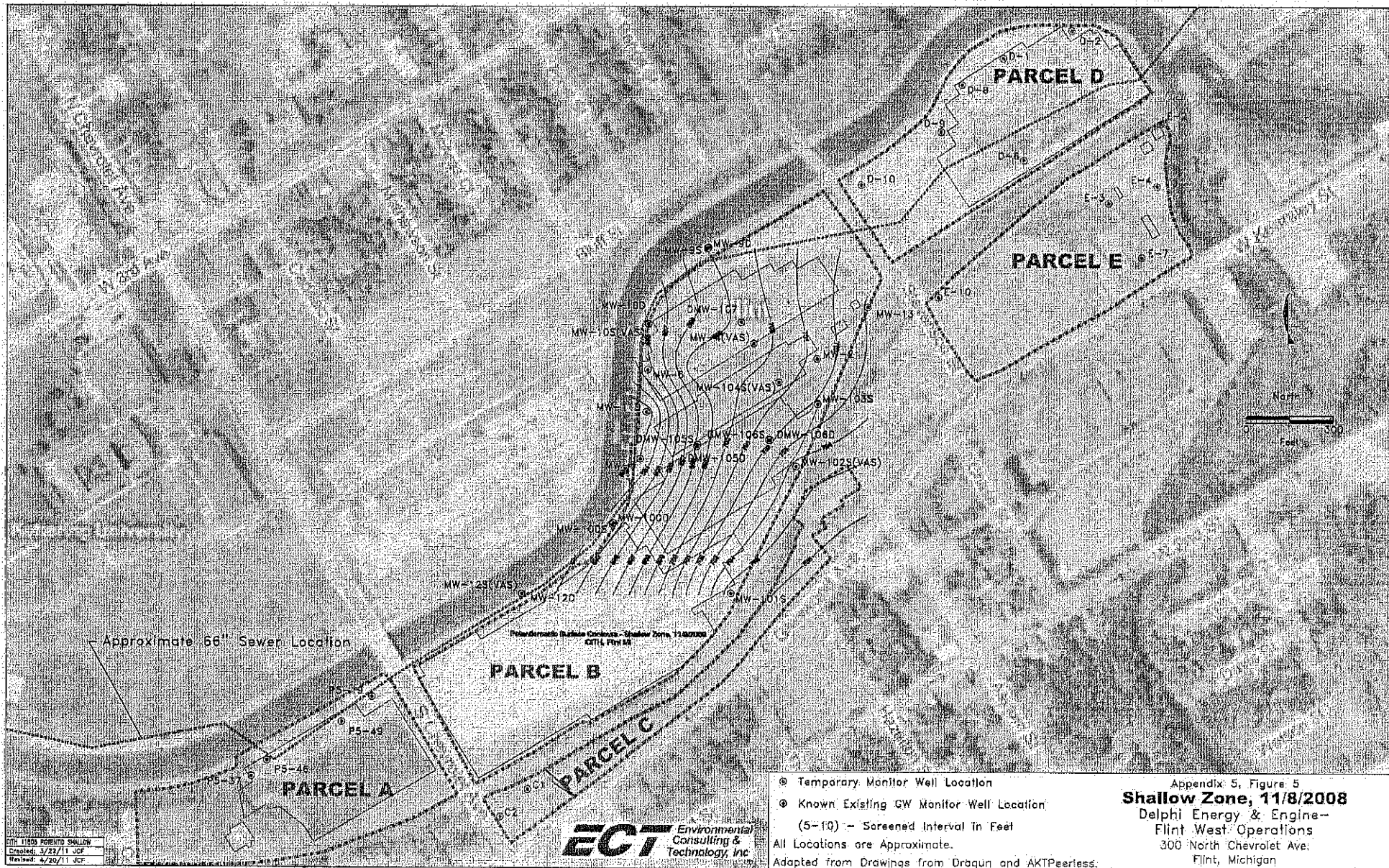










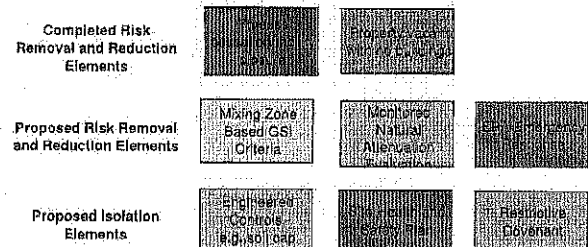
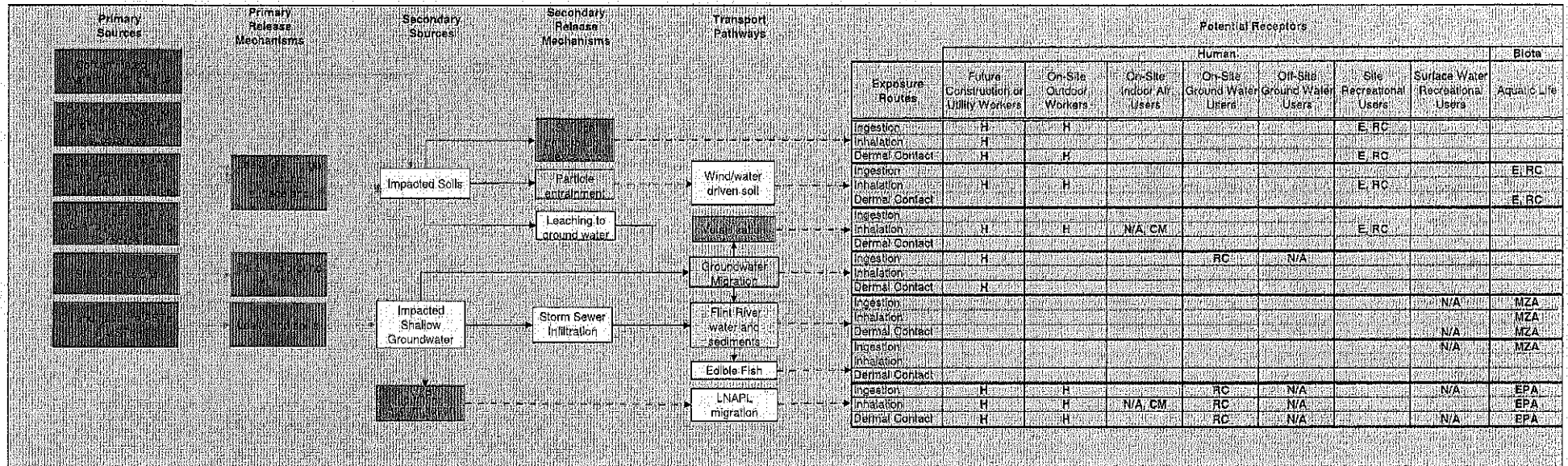


Appendix 5, Figure 5  
**Shallow Zone, 11/8/2008**  
 Delphi Energy & Engineering  
 Flint West Operations  
 300 North Chevrolet Ave.  
 Flint, Michigan



Appendix 5, FIGURE 6

Pathways and Receptors Analysis  
RISK REMOVAL AND REDUCTION ACTIONS - FUTURE LAND USE AS GREEN CORRIDOR, WALKWAYS, OPEN SPACE AND RECREATION  
Chevy-in-the-Hole Flint, Michigan



Eliminated Pathway ----->

Projected Pathway Elimination ----->

H= Manageable by Site Health and Safety Plan  
N/A= Non applicable  
CM= Criteria Met  
RC= Restrictive Covenant  
E= Manageable by Engineering Controls  
MZA= Likely that criteria met via Mixing Zone Analysis and site specific criteria  
EPA= LNAPL removal by EPA Emergency Response

**CHEVY IN THE HOLE  
PPA WORK PLAN SCHEDULE  
APPENDIX 5**

<b>Task</b>	<b>Start Date (Days after Effective Date of PPA)</b>	<b>Estimated Time to Complete (Days)</b>
Existing data summary/organization	15	120
Phase I environmental site assessment	15	60
Baseline environmental assessment	Upon completion of the Phase I ESA	60
Exposure Pathways and Receptors Analysis	15	60
Due Care Plan Document	Upon completion of the BEA	90
Site Specific Health and Safety Plan	15	45
Notice of Migration of Contamination	Upon acquisition of title to the property	45
Mixing Zone Analysis	15	360
Groundwater Monitoring	15	720

**APPENDIX 6**

**DECLARATION OF RESTRICTIVE COVENANT**

## **DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant has been recorded with the Genesee County Register of Deeds for the purpose of protecting public health, safety and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located in the City of Flint, Michigan, with common addresses known as 300 North Chevrolet Avenue, 306 South Stevenson, Glenwood Avenue, 307 South Stevenson, and another parcel referred to as 300 North Chevrolet Avenue, all of which are legally described in Exhibit No. 1 attached hereto ("Property").

Response activities will be implemented under an Agreement, Order on Consent and Covenant Not Sue between the City of Flint and the United States Environmental Protection Agency to address environmental contamination at the Property. The adequacy of the response activities to be implemented will not be subject to a facility-specific review by the DEQ nor has the DEQ determined that the response activities comply with Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA").

The Property contains hazardous substances in excess of the concentration developed as the unrestricted residential criteria under Section 20120(a)(1)(a) or (17) of the NREPA.

The response activities at the Property require the recording of this Declaration of Restrictive Covenant with the Genesee County Register of Deeds. The DEQ, U.S. EPA, and the City of Flint, Michigan, may enforce the restrictions set forth in this Declaration of Restrictive Covenant by legal action in a court of competent jurisdiction.

The restrictions contained in this Declaration of Restrictive Covenant are based upon information available at the time this Declaration of Restrictive Covenant is executed and on the response activities to be implemented pursuant to the Agreement, Order on, Consent and Covenant Not To Sue The City Of Flint, MI dated \_\_\_\_\_, 2012 ("AOC"). Failure of the response activities to achieve and maintain the criteria of exposure control, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the applicable cleanup criteria; discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this

Declaration of Restrictive Covenant not being protective of public health, safety and welfare, and the environment.

**Definitions**

For purposes of this Declaration of Restrictive Covenant, the following definitions shall apply:

“DPH” means DPH-DAS LLC.

“DEQ” means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

“Dewater” means the extraction of groundwater to the extent required to enable construction to occur without the presence of water in the excavation where the construction is taking place.

“Owner” means at any given time the then-current titleholder of the Property or any portion thereof.

“U.S. EPA” means the United States Environmental Protection Agency, its successor entities and those authorized persons acting on its behalf.

All other terms used in this document are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, 2002 Michigan Register; effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of recording of this Declaration of Restrictive Covenant.

NOW THEREFORE,

1. **Declaration of Land Use or Resource Use Restrictions**

The City of Flint, Michigan, as Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictive conditions:

(a) The Property may be used for nonresidential purposes and for restrictive residential purposes. Such allowable purposes include use as a park, open space or for recreation.

(b) The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose is prohibited, except as provided below:

(i) wells and other devices constructed as part of response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with release of hazardous substances into the

environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state or federal laws or regulations.

(ii) short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state and federal laws and regulations and does not cause or result in new release, exacerbation of existing contamination, or any other violation of local, state and federal environmental laws and regulations.

(iii) The installation and use of wells for any other use of the groundwater is permitted if approved in writing by U.S. EPA.

(c) No buildings with basements shall be constructed on the Property after the effective date of this Declaration of Restrictive Covenant on the Property unless a vapor mitigation system is installed for the basement. This prohibition does not apply to underground utilities, utility corridors, utility manholes, and similar equipment and structures and also does not apply to footings, foundations, pilings and other supports for structures. EPA approval of the plans for the construction of the vapor mitigation system must be obtained prior to construction of the building.

(d) Excavation of soils on the Property shall be performed in compliance with an appropriate Health and Safety Plan and a plan for management of the excavated materials, as appropriate that has been reviewed and approved by EPA. This prohibition shall not apply if the soils to be excavated do not exceed Part 201 generic residential soil cleanup criteria.

(e) Owner shall not engage in commercial hazardous waste treatment, storage or disposal operations on the Property for hazardous wastes brought to the Property by third parties from off site. Owner shall manage wastes that Owner generates on the Property in compliance with applicable law.

(f) Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; the Administrative Rules promulgated thereunder; and all other relevant state and federal laws.

(g) The concrete slabs existing as of the effective date of this Declaration of Restrictive Covenant on Parcels 1, 2, 3 and 4 shall not be removed or penetrated through (other than minor-sized penetrations which are promptly backfilled with soil or concrete) by Owner except as follows:



(i) the slabs or portions of slabs may be removed if Owner exercises applicable due care regarding the soils exposed by the removal;

(ii) Owner may remove all or a portion of a slab to plant trees or to install other landscaping, provided Owner places and maintains appropriate clean soil/vegetative cover to replace the slab removed to the extent necessary due to the contamination of the soils exposed by the removal and the Owner properly disposes of contaminated soil excavated by Owner during the planting of trees by Owner.

(iii) Owner performs or allows to be performed work, cleanup, reconfiguration, or other improvement along the shoreline of the Flint River at the Property, and such work is performed in compliance with applicable environmental laws regarding the soils exposed by removal of the slab.

(iv) Prior EPA approval is required for the actions set forth in section (g)(i) and (ii).

2. Access

The Owner grants to the DEQ and the U.S. EPA and their designated representatives, authorized officers, employees and all other persons performing response activities under U.S. EPA oversight and/or under direction of U.S. EPA, the irrevocable right to enter and to have access to the Property at all reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, the operation of the response activities and to inspect any records relating thereto, and to perform any response actions, including reasonable actions necessary to maintain compliance with Part 201, as applicable.

3. Conveyance of Property Interest

The Owner shall provide notice to the DEQ and U.S. EPA of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. Conveyance of title, easement or other interest in the Property shall not be consummated by the Owner without adequate and complete provision or compliance with the applicable provision of Section 20116 of the NREPA. Notice required made to the DEQ under this Section shall be made to: Chief, Remediation Division, Michigan DEQ, Post Office Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Declaration of Restrictive Covenant. Copies of such notice shall be sent to U.S. EPA at the following address: Remediation and Reuse Branch, Land and Chemicals Division, United States Environmental Protection Agency, 77 West Jackson Boulevard, Mail Code LU-9J, Chicago, Illinois 60604-6945. A copy of this Declaration of Restrictive Covenant shall be provided to the transferees by the person transferring the interest.

4. **Term of Declaration of Restrictive Covenant**

This Declaration of Restrictive Covenant shall run with the Property, shall be binding on the Owner, future Owners, and their successors and assigns, lessees, easement holders, and any other authorized agent, employees, or person acting under their direction and control. This Declaration of Restrictive Covenant shall continue in effect until the U.S. EPA determines that hazardous substances at the Property no longer present an unacceptable risk to the public health, safety or welfare, or the environment, as related to the restrictions in Section 1. This Declaration of Restrictive Covenant may only be modified or rescinded with the written approval of the U.S. EPA. Section 1 of this Declaration of Restrictive Covenant may not be modified so as to remove or reduce the restrictions in Section 1 without the prior written consent of DPH. The preceding sentence shall not apply with respect to DPH upon the entry of an order by the United States Bankruptcy Court for the Southern District of New York closing the chapter 11 case of DPH (case no. 05-44481).

5. **Termination of Two Restrictive Covenants**

DPH and the Economic Development Corporation of the City of Flint ("EDC") executed and recorded two Restrictive Covenant documents, one dated August 12, 2008, and one dated December 18, 2008, that apply to Parcels No. 4 and 5 and to Parcels No. 1, 2, and 3, respectively. DPH and the EDC agree that both of those Restrictive Covenants shall continue in effect until the earlier of a) the date of written notices to the Owner from DPH and the EDC that the above-referenced Restrictive Covenants are no longer effective as of the date of the written notice, or b) the entry of an order by the United States Bankruptcy Court for the Southern District of New York closing the chapter 11 case of DPH (case no. 05-44481). Upon the occurrence of the earlier event in the preceding sentence both the August 12, 2008 and the December 18, 2008 Restrictive Covenants are terminated in their entirety as of the effective date of this Declaration of Restrictive Covenant and all restrictions and prohibitions in those two Restrictive Covenants are released and no longer apply.

6. **No Admission**

Nothing herein or in the two Restrictive Covenants referred to in Section 5 shall be construed as an admission by the City or by DPH of any liability with respect to the environmental conditions of the Property or an affirmative obligation by the City or DPH to remediate Property.

7. **Governing Law**

This Declaration of Restrictive Covenant shall be governed by, construed and enforced according to the laws of the State of Michigan.

8. Authority to Execute Declaration of Restrictive Covenant

The undersigned persons executing this Declaration of Restrictive Covenant represent and certify that they are duly authorized and have been empowered to execute and deliver this Declaration of Restrictive Covenant.

The undersigned have caused this Declaration of Restrictive Covenant to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date").

CITY OF FLINT, MICHIGAN

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) s:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2012 by \_\_\_\_\_ of the City of Flint, Michigan, a Michigan  
city, on behalf of the City.

\_\_\_\_\_

Notary Public

Acting in \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

ECONOMIC DEVELOPMENT CORPORATION  
OF THE CITY OF FLINT

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                      ) s:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2012 by \_\_\_\_\_ of the Economic Development Corporation  
of the City of Flint, on behalf of the EDC.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

DPH-DAS LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) s:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012 by \_\_\_\_\_ of DPH-DAS LLC, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and after recording mail to:  
Michael L. Robinson  
Warner Norcross & Judd LLP  
900 Fifth Third Center  
111 Lyon Street, N.W.  
Grand Rapids, Michigan 49503  
5611683-5

## **Exhibit 1**

Legal description of property

**Parcel 1:**

A parcel bounded on the East by Chevrolet Avenue, on the North by Flint River, on the West by Center Street, and on the South by Grand Trunk Western Railroad.

Part of Lots 14 and 15, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 8, Page 6, Genesee County, Michigan Records; also part of Lots 5 and 6, Peter O'Conner's Subdivision of part of Lot 1 of Thayer and Wright's Outlots, as recorded in Deed Liber 83, Page 0 and transcribed in Plat Liber 14, Page 20, Genesee County, Michigan Records; also part of Outlot 1 of Thayer and Wright's Outlots, Section 9, Smith's Reservation, as recorded in Deed Liber 25, Page 639, and transcribed in Plat Liber 8, Page 12, Genesee County, Michigan Records; also part of Lots 13 through 17, Block 2 and Lots 18 through 21, Block 3, all in Thurber's Addition to West Flint, as recorded in Deed Liber 68, Page 616, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Garden Street, Pershing Street, and Joyner Street, City of Flint, Genesee County, Michigan described as follows: Commencing at the intersection of the Southerly Line of Hasselbring Street, so-called, with the Westerly Line of Chevrolet Avenue, so-called; thence Southerly, along said Westerly Line of Chevrolet Avenue, S 31°30'53" E 398.51 feet AND S 61°01'48" E 26.74 feet AND S 31°06'17" E 227.89 feet to the place of beginning, being the intersection of the said Westerly Line with the Northerly Face of an existing retaining Wall at the Southerly Bank of the Flint River; thence S 83°25'21" W, along said Northerly Face, 27.47 feet to an angle point in said Wall; thence continuing along said Northerly Face, S 59°46'45" W 584.07 feet to an angle point in said Wall; thence S 09°58'57" E, along the Westerly Face of said Wall, 31.72 feet to the Southerly Face of an existing Retaining Wall; thence along said Southern Face, on a curve to the right, having a radius of 661.28 feet, an arc length of 256.41, with a chord bearing and distance of S 72°28'20" W 254.81 feet AND S 83°34'53" W 90.0 feet to the Easterly Line of Center Street, so-called; thence Southerly along the said Easterly Line to a point being S 00°48'30" E 19.19 feet from the intersection of the said Easterly Line of Center Street with the Centerline of Joyner Street, so-called; thence N 87°22' E 128.16 feet; thence on a curve to the left, having a radius of 15,416.74 feet, with a chord bearing and distance of N 86°47'30" E 304.96 feet to the intersection of the Easterly Line of Pershing Street, so-called, with the said Centerline of Joyner Street extended Easterly; thence Southerly, along the said Easterly Line of Pershing Street, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Chevrolet Avenue; thence Northerly, along said Westerly Line, to the place of beginning.

**Parcel 2:**

A parcel bounded on the East by Stevenson Street, on the North by Flint River, on the West by Chevrolet Avenue, and on the South by Grand Trunk Western Railroad.

Part of Lots 7 through 14, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6,, Page 6, Genesee County, Michigan Records; also part of Lots 11 through 26, Robinson Place, as recorded in Plat Liber 1, Page 28, Genesee County, Michigan Records; also part of Lots 1 through 6, Block 3, McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Lots 6 through 11, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 9, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also part of Bang's Replat of part of Blocks 6 and 8, McFarlan and Co.'s Cottage Grove Addition, as recorded in Plat Liber 4, Page 21, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Robinson Place Street and McFadden Street, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Westerly Line of Stevenson Street, so-called, which is S 41°04'05" E 257.19 feet from the intersection of said Westerly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Westerly, along said Southerly Bank, S 59°21'35" W 98.48 feet AND S 42°39'38" W 104.4 feet AND S 59°21'35" W 412.66 feet AND S 40°55'29" W 79.06 feet AND S 30°25'01" W 50.16 feet AND S 20°32'57" W 94.23 feet AND S 03°06'40" W 331.01 feet AND N 81°35'08" W 18.08 feet AND S 03°06'40" W 41.75 feet AND S 08°24'52" W 83.83 feet AND S 81°35'08" E 15 feet AND S 08°24'52" W 85.02 feet AND S 31°25' W 187.98 feet AND S 51°23'05" W 68.90 feet AND N 38°36'55" W 15 feet AND S 51°23'05" W 259.5 feet AND S 59°24'07" W 486.09 feet to the Easterly Line of Chevrolet Avenue, so-called; thence Southerly, along said Easterly Line, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 58°05'06" E 146.50 feet AND S 31°54'54" E 6.0 feet AND N 58°05'06" E 288 feet AND N 79°40'49" E 51.62 feet AND N 58°05'06" E 209.30 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 55°36'48" E 5.61 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 48°07'48" E 376.20 feet AND on a curve to the left, having a radius of 789.74 feet, with a chord bearing and distance of N 31°46'35" E 79.73 feet AND on a curve to the left, having a radius of 1687.59 feet, with a chord bearing and distance of N 25°40'04" E 189.30 feet AND N 04°52'22" E 69.17 feet to the Southerly Line of Kearsley Street, so-called; thence continuing Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Stevenson Street; thence Northerly, along said Westerly Line, to the place of beginning.



**Parcel 3:**

A parcel bounded on the West by Chevrolet Avenue, on the North by Grand Trunk Western Railroad, on the East by Asylum Street, and on the South by Glenwood Avenue.

Part of Lots 7 through 13, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 1 through 6, 11, and 12, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 0, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also including part of vacated Kearsley Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Northerly Line of Glenwood Avenue, so-called, which is S 52°15'02" W 152.22 feet from the Southeasterly Corner of Lot 13, Block 1, of said West Flint; thence on a curve to the right, having a radius of 25.00 feet, a central angle of 93°51'00", with a chord bearing and distance of N 80°49'28" W 36.52 feet to the Easterly Line of Chevrolet Avenue, so-called; thence N 33°53'58" W, along said Easterly Line, 157.69 feet to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 56°42'17" E 65.30 feet AND N 75°09'53" E 29.69 feet AND N 65°56'06" E 67.60 feet AND N 61°42'38" E 60.43 feet AND N 60°54'10" E 299.93 feet AND N 61°15'50" E 207.57 feet AND N 55°56'48" E 48.28 feet AND N 50°01'12" E 109.47 feet AND N 45°11'08" E 88.57 feet AND N 42°33'04" E 125.24 feet AND N 31°13'59" E 137.79 feet AND N 25°57'55" E 194.92 feet AND N 17°49'59" W 19.47 feet AND N 30°01'49" E 65.80 feet AND N 31°11'43" W 25.86 feet AND N 30°55'47" E 17.96 feet to the Southerly Line of Kearsley Street, so-called; thence continuing along said Railroad Right-of-Way to the Westerly Line of Asylum Street, so-called, extended Northerly; thence S 31°43'45" E, along said Westerly Line of Asylum Street and Line extended, to a point being 80 feet Northerly from the intersection of said Westerly Line with the Northerly Line of said Glenwood Avenue; thence S 60°15' W 80 feet; thence S 36°06'10" E 22.56 feet; thence S 60°15' W 90.26 feet; thence S 29°24'18" E 20 feet; thence S 60°15' W 50 feet to the Westerly Line of Lot 7, Block 1 of said West Flint; thence Southerly, along said Westerly Line, to the said Northerly Line of Glenwood Avenue; thence Westerly, along said Northerly Line, to the place of beginning.

<u>Commonly known as</u>	<u>Parcel</u>	<u>Tax I.D. Number shown on 1999 Quit Claim Deed</u>	<u>Current Parcel Number</u>
300 N. Chevrolet Avenue	1	10-13-301-005-8	4013301005
306 S. Stevenson St.	2	10-13-176-002-5	4013176002
Glenwood Ave.	3	10-13-326-005-4	4013326005

**Parcel 4:**

A parcel bounded on the West by Stevenson Street, on the North and East by the Flint River and on the South by Grand Trunk Western Railroad.

Part of Lots 1 through 5, Block 1 and Lots 1 through 14, Block 2, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Block C, McFarlan and Co.'s Cottage Grove Addition, as recorded in Deed Liber 79, Page 0, and transcribed in Plat Liber 18, Page 13, Genesee County, Michigan Records; also part of Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records; also including part of vacated Stewart Street, Whaley Street, and Mill Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Easterly Line of Stevenson Street, so-called, which is S 40°38'13" E 257.97 feet from the intersection of said Easterly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Easterly, along said Southerly Bank, N 59°21'35" E 147.73 feet AND N 89°46'17" E 59.26 feet AND N 47°23'01" E 168.67 feet AND N 15°46'06" E 55.23 feet AND N 14°11'26" E 122.46 feet AND N 38°11'30" E 118.10 feet AND N 58°07'18" E 124.97 feet AND S 85°19'47" E 14.20 feet AND N 08°19'03" W to the Southerly Edge of the Flint River; thence Easterly and Southerly, along the said Southerly Edge of the Flint River, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Westerly, along said Railroad Right-of-Way, to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the place of beginning.

**Parcel 5:**

A parcel bounded on the West by Stevenson Street, on the North by Grand Trunk Western Railroad, on the East by Thread Creek, and on the South by Kearsley Street.

Part of Lots 6 through 15, Block 1 and Lot 1 and Lots 3 through 10, Block 4 and Lots 1 through 10, Block 5 and Lots 1 through 6, Block 6 and Lots 1 through 6, Block 7 and including part of vacated streets and alleys in and between the said Blocks, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Northerly Line of Kearsley Street, so-called, which is N 60°51' E 128.50 feet from the intersection of said Northerly Line with the Easterly Line of Stevenson Street, so-called, also being the Southwesterly Corner of Block 7, of said McFarlan's Addition to West Flint; thence S 67°41'34" W 62.95 feet; thence S 60°51' W 29.70 feet; thence on a curve to the right, having a radius of 20 feet, a central angle of 89°35', having a chord bearing and distance of N 74°21'30" W 28.18 feet; thence N 29°34' W 69.76 feet; thence N 36°24'34" W 138.49 feet to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way, being 10.7 feet Northerly of the Southwesterly Corner of Lot 4, Block 4, of said McFarlan's Addition to West Flint; thence Easterly, along said Southerly Line of the Grand Trunk Western Railroad Right-of-Way, to a



point on the Easterly Line of vacated Whaley Street, so-called, which is 25 feet Northerly of the Southwesterly Corner of Lot 6, Block 1, of said McFarlan's Addition to West Flint; thence continuing Easterly, along said Railroad Right-of-Way, to a point being 66.41 feet Westerly of the intersection of said Railroad Right-of-Way with the Easterly line of Island Street, so-called, also being at the Easterly Bank of Thread Creek; thence Southerly, along said Easterly Bank, S 05°30'50" E 55.99 feet AND S 05°30'51" W 15.76 feet AND S 02°13'35" W 77.91 feet AND S 08°08'40" E 175.00 feet AND on a curve to the left, having a radius of 121.81 feet, with a chord bearing and distance of S 21°58'48" E 58.26 feet AND S 35°48'55" E 111.08 feet to the said Northerly Line of Kearsley Street, being S 58°13'55" W 116.05 feet AND S 60°16'59" W 115.86 feet from the intersection of said Northerly Line of Kearsley Street with the Westerly Line of said Island Street; thence Westerly, along said Northerly Line of Kearsley Street, to the place of beginning.

Parcel 4: Commonly known as: 307 S. Stevenson St.  
Tax I.D. Number: 00-13-251-004-9 or 4013251004

Parcel 5: Commonly known as: 300 N. Chevrolet Avenue  
Tax I.D. Number: 10-13-251-011 or 4013251011

**APPENDIX 7**

**TRANSFER AFFIDAVIT**

# TRANSFER AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says as follows:

4. Transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination (as defined in the Agreement, Order on Consent and

Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the State of Michigan, and the City of Flint, Michigan, Docket No. \_\_\_\_\_).

5. Transferee's use of the Transfer Property will not result in a release or threat of release of any Waste Material (as defined in the Agreement) except in compliance with law.

6. Transferee's use of the Transfer Property will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release.

7. To the extent applicable, Transferee agrees to be bound by the terms and conditions regarding the use of the Transfer Property as set forth in the restrictive covenants that apply to the Transfer Property.

8. Transferee agrees to comply with all restrictive covenants and institutional controls that apply to the Transfer Property.

9. I certify that, to the best of my knowledge and belief, the statements above are materially accurate and complete and that I am authorized to legally bind Transferee.

Further, Affiant sayeth not.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission expires: \_\_\_\_\_

5309717-3

Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the State of Michigan, and the City of Flint, Michigan, Docket No. \_\_\_\_\_).

5. Transferee's use of the Transfer Property will not result in a release or threat of release of any Waste Material (as defined in the Agreement) except in compliance with law.

6. Transferee's use of the Transfer Property will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release.

7. To the extent applicable, Transferee agrees to be bound by the terms and conditions regarding the use of the Transfer Property as set forth in the restrictive covenants that apply to the Transfer Property.

8. Transferee agrees to comply with all restrictive covenants and institutional controls that apply to the Transfer Property.

9. I certify that, to the best of my knowledge and belief, the statements above are materially accurate and complete and that I am authorized to legally bind Transferee.

Further, Affiant sayeth not.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission expires: \_\_\_\_\_

5309717-3





IN THE MATTER OF:

City of Flint, MI  
SETTLING RESPONDENT

UNDER THE AUTHORITY OF  
THE SOLID WASTE DISPOSAL ACT,  
42 U.S.C. §6901, *et seq.*, AS AMENDED

3. The Settling Respondent proposes to acquire ownership of specified parcels of the former RCRA hazardous waste treatment, storage, or disposal (“TSD”) facility known as the Delphi Flint West Site, which has the EPA identification number MID 005 356 654, having the address 300 N. Chevrolet Avenue, Flint, MI. Ownership of this facility is split among Motors Liquidation Company (successor to the former General Motors Corporation), Kettering

University (formerly General Motors Institute), General Motors LLC, Delphi Automotive Systems LLC a.k.a DPH Holdings Corporation ("Delphi") and the Flint Economic Development Corporation. The parcels that are the subject of this Agreement are shown on Appendix 1 and described in Appendix 2 and hereinafter referred to as the "Property". The five parcels that comprise the Property are:

- a. Parcel A- commonly known as 300 North Chevrolet Avenue and bound on the east by Chevrolet Avenue, on the north by the Flint River, on the west by Center Street and on the south by Grand Trunk Western Railroad;
- b. Parcel B- commonly known as 306 South Stevenson Street and bound on the east by Stevenson Street, on the north by the Flint River, on the west by Chevrolet Avenue and on the south by Grand Trunk Western Railroad;
- c. Parcel C- commonly known as Glenwood Avenue and bound on the east by Asylum Street, on the south by Glenwood Avenue, on the west by Chevrolet Avenue and on the north by Grand Trunk Western Railroad;
- d. Parcel D- commonly known as 307 South Stevenson Street and bound on the north and east by the Flint River, on the west by Stevenson Street and on the south by Grand Trunk Western Railroad; and
- e. Parcel E- commonly known as 300 North Chevrolet Avenue and bound on the east by Thread Creek, on the west by Stevenson Street, on the south by Kearsley Street and on the north by Grand Trunk Western Railroad.

The Settling Respondent intends to acquire the Property and use it for public green open space until such time as a suitable developer can be found and engaged. The overall TSD

facility, which includes the Property and other parcels of land, is referred to in this document as the "Site" as defined in paragraph 7(n).

4. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VI, VII, VIII, IX and X, the potential liability of the Settling Respondent for the Existing Contamination at the Property which could otherwise result from Settling Respondent's acquisition and ownership of the Property.

5. The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with this Agreement, do not constitute an admission of any liability by the Settling Respondent.

6. The resolution of any potential liability in exchange for obligations of the Settling Respondent to EPA is of a substantial benefit and is deemed to be in the public interest.

## **II. DEFINITIONS**

7. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in RCRA, or in regulations promulgated under RCRA shall have the meaning assigned to them in such statutes or in such regulations, including any amendments thereto.

a. "Agreement" shall mean this Agreement, Order on Consent, and Covenant Not to Sue and all appendices attached hereto (listed in Section XIX of this Agreement). In the event of conflict between this Agreement and any appendix, this Agreement shall control;

b. "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), 42 U.S.C. §6901 *et seq.*;

c. "Day" shall mean a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

d. "Effective Date" shall be the effective date of this Agreement as provided in Section XV (Effective Date).

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Existing Contamination" shall mean:

i. any Waste Material present or existing on or under the Property as of the Effective Date;

ii. any Waste Material that migrated from the Property prior to the Effective Date; and

iii. any Waste Material presently at the Site that migrates onto, on, under, or from the Property after the Effective Date.

g. "NREPA" shall mean the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Mich. Comp. Laws §101, *et seq.*

h. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or lower case letter;

i. "Parties" shall mean the United States and the Settling Respondent;

j. "Property" shall mean the portion of the Site, consisting of approximately 60 acres and encompassing all parcels of land described and depicted in Appendices 1 and 2 of this Agreement, that the Settling Respondent acquires ownership of after the Effective Date.

k. "Restrictive Covenant" means the land use restrictions that will be placed on the Property as set forth in Appendix 6.

l. "Settling Respondent" shall mean the City of Flint, Michigan.

m. "Site" shall mean the entire former RCRA TSD facility, EPA identification number MID 005 356 654, depicted in Appendix 3. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants have been deposited, stored, disposed of, placed, or otherwise come to be located

n. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

o. "Waste Material" shall mean shall mean (i) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. §9601(14); (ii) any "pollutant" or "contaminant" under Section 101(33) of CERCLA, 42 U.S.C. §9601(33); (iii) any "solid waste" or any "hazardous waste" under Section 1004(27) of RCRA, 42 U.S.C. §6903(27); (iv) any "hazardous substance" under Part 201 of NREPA; and (v) any "solid waste" or "hazardous waste" under Part 111 of NREPA.

### **III. STATEMENT OF FACTS**

8. The Property that is the subject of this Agreement is part of the previously operating Delphi Flint West site, City of Flint, County of Genesee, Michigan, which is the Site. The EPA

identification number for the Site is MID 005 356 654. Appendix 1 provides a map of the Property and Appendix 2 provides a detailed legal description of the Property.

9. The Site covers approximately 200 acres. The manufacture of automobiles began at the Site in approximately 1916. The Site is located south of Bluff Street and north of Glenwood Avenue and Kearsley Street, between and extending east and west of Chevrolet Avenue and Stevenson Street along the Flint River.

10. Formerly the Site was comprised of the GM Motor Division (engine assembly and engine parts plants) and the Pressed Metal Division (parts plants), and includes the preWorld War II Chevrolet Assembly (a.k.a. Plant 2 ) and Fisher Body plants. In 1984, the Chevrolet Flint Motor Plant (a.k.a. Plant 4) closed. Also in 1984, the newly created Chevrolet-Pontiac-Canada Group briefly took over the Chevrolet plant from Chevrolet Motor Division, but soon the newly formed Fisher Guide Division acquired the complex. In about 1987, the Site was taken over by AC Spark Plug and became AC Spark Plug Flint West. In 1988, it became AC Rochester Flint West, and in 1994, AC Delco Systems Flint West. In early 1995, it was renamed Delphi Flint West.

11. In 1999, Delphi Automotive Systems became a fully independent publicly held corporation.

12. In 2004, Plant 4 (the last remaining building on the Property) was finally shut down and demolished. The only remaining buildings on the Site as a whole are Building 35 (now owned by Kettering University) and Building 38 (now housing Flint Tool and Die), neither of which are on the Property.

13. In October 2009, Delphi's core assets were purchased by a group of private investors to create a new Delphi Corporation. The stock of the old Delphi Corporation was cancelled, and it was renamed DPH Holdings Corporation.



14. In June 2009, the former General Motors Corporation filed for Chapter 11 bankruptcy reorganization, and subsequently emerged as two new companies. The first of these two new companies, General Motors LLC, purchased the "General Motors" name and certain assets of the former General Motors Corporation, and now operates automobile manufacturing plants in several locations including Michigan, Ohio, Indiana, Illinois, and Wisconsin. The second company, Motors Liquidation Company, retained all of the assets that General Motors LLC did not purchase, as well as the liabilities. The Property that is the subject of this agreement is not owned by General Motors, LLC nor is it one of the assets of Motors Liquidation Company because it was sold to Delphi prior to the bankruptcy reorganization.

15. By quitclaim deeds dated August 12, 2008 and December 18, 2008, Delphi conveyed the Property to the Economic Development Corporation of the City of Flint ("EDC"). The EDC is an independent entity separate and apart from the City pursuant to Michigan law with powers to act in the manner of corporations under Michigan law and with its own board of directors, officers and by-laws. However, EDC's ownership of the Property has been disputed due to concerns that the EDC was not properly authorized to accept the conveyance of the Property from Delphi. In order to ensure conveying clean title to the Property, both Delphi and the EDC have agreed to convey any and all rights, title and interests both may have in the Property to the Settling Respondent.

16. The Flint River flows directly through the Site. After several floods during the first half of the 20th century caused damage at the Site and to downtown Flint, a concrete channel about one mile long was installed on the Site in 1963 by the Army Corps of Engineers. The Site resides in the Flint River watershed, part of the larger Saginaw Bay watershed which ultimately drains into Lake Huron.

17. Two baseline environmental assessments ("BEAs") were conducted in 2009 for Parcels A and B of the Property. The BEAs identify contamination in the soil and groundwater consisting of volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs") and metals. These soil and groundwater results were compared against risk based criteria. This comparison showed that two metals in the soil, arsenic and lead, exceed the direct contact criteria. Metals in groundwater samples exceeding the drinking water criteria and the groundwater/surface water interface criteria are arsenic, lead, mercury, cadmium, chromium (III) and zinc. Copper, selenium and silver results exceed only the groundwater/surface water interface criteria. VOCs, trichlorethene, and 1,1,1 trichloroethane exceed the drinking water and the groundwater/surface water interface criteria. Ethylbenzene, vinyl chloride, 1,1-dichloroethene and cis-1,2 dichloroethene exceed only the drinking water criteria. SVOCs naphthalene and phenanthrene exceed the groundwater/surface water interface criteria. The BEAs also describe light non-aqueous phase liquids ("LNAPL"), also known as free product, in the subsurface at several locations.

18. A Phase I environmental site assessment dated September 25, 2009 and a May 10, 2010 Phase II report conducted by AKT Peerless, for the five parcels that make up the Property, found:

- a. Free product of an unspecified type ranging in thickness from 0.005 to 13.9 feet;
- b. Exceedances of drinking water, groundwater/surface water interface, direct contact, and particulate soil inhalation criteria. Contaminants noted were volatile organic compounds, semi-volatile organic compounds and heavy metals;
- c. Several releases of oil;
- d. Benzene, toluene, ethylbenzene and xylene contamination;

- e. Brick, glass, slag, coal and other debris have been disposed on the Property;
- f. Leaking underground storage tank releases resulting in exceedances of soil cleanup criteria for lead, phenanthrene, arsenic, mercury, chloroform and trichloroethylene;
- g. General contamination by VOCs, SVOCs and heavy metals;
- h. Oil staining; and
- i. Suspected foundry wastes.

19. The Settling Respondent represents and, for the purposes of this Agreement, EPA relies on the Settling Respondent's representation that its involvement with the Property has been limited to the following: (i) the Settling Respondent has had no direct involvement in any prior use, contamination or remediation of the Property; (ii) as the municipality in which the Property is located, the Settling Respondent has provided various services to, and has exercised its taxing authority and police powers with respect to, the Property as typical of municipalities; and (iii) the Settling Respondent has conducted certain investigations of the Property in connection with its proposed acquisition and development of the land.

#### **IV. WORK TO BE PERFORMED**

20. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII of this Agreement, Settling Respondent agrees to comply with its corrective action obligations under this Agreement, including, but not limited to, provisions in the Work Plan in Appendix 5 in accordance with the Schedule in the Work Plan. The Settling Respondent intends to convert the Property into a green corridor. Pursuant to the Work Plan, the Settling Respondent will conduct a Phase 1 and Baseline Assessment of the Property, including a review of all existing environmental data on the Property and a risk assessment; capping and enhancement of the existing cover over contaminated soils; the planting of trees and other native vegetation on

the Property to maintain the ground cover; the installation of walkways; installation of new groundwater monitoring wells and the performance of groundwater monitoring at new and existing wells on the Property. Further, within ninety (90) days after the Effective Date, Settling Respondent shall execute and record the Declaration of Restrictive Covenant in Appendix 6. The costs of these actions by the Settling Respondent are estimated at \$1.6 million. The \$1.6 million is being funded by a subgrant made to the Settling Respondent from a Brownfields Revolving Loan Fund grant held by Genesee County. The terms and conditions of the subgrant will be set forth in a workplan and subgrant document executed by the Settling Respondent, and upon execution the subgrant agreement will be considered a part of this Agreement. In order to ensure the full and final completion of the work set forth in the Work Plan, Settling Respondent agrees that the \$1.6 million allocated to it pursuant to the subgrant from the Brownfield Revolving Loan Fund grant held by Genesee County shall be used solely for the following purposes: (i) to perform and pay for the work set forth in the Work Plan, (ii) for administrative and legal costs directly related to the work set forth in the Work Plan or to this agreement, and (iii) to otherwise improve environmental conditions at the Property if the Work Plan (and the associated administrative and legal work) is completed for less than \$1.6 million.

#### **V. ACCESS/COOPERATION**

21. Commencing upon the date that it acquires title to the Property, Settling Respondent shall provide access to the Property in accordance with Paragraph 26 of this Agreement and the terms of the Declaration of Restrictive Covenants ("RC") referred to below. The RC includes the right of EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight and/or under direction of EPA, to an irrevocable right of access at all reasonable times to the Property. Notwithstanding any provision of this Agreement,

EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under RCRA and any other applicable statute or regulation, including any amendments thereto.

22. The Settling Respondent shall record this Agreement and the Declaration of Restrictive Covenants attached as Appendix 6 with the Genesee County Register of Deeds immediately after Settling Respondent acquires title to the Property.

#### **VI. DUE CARE**

23. The Settling Respondent will prepare a Due Care Plan, as part of the work in the Work Plans, for the Property with respect to the Existing Contamination known to Settling Respondent, and shall comply with all applicable provisions of Part 201 of NREPA regarding due care at the Property. If the Settling Respondent excavates contaminated soil on the Property and disposes of such soil, it must dispose of such soil in accordance with all applicable federal and State law. Prior to excavating contaminated soil on the Property, the Settling Respondent shall notify the EPA and provide a work plan for excavation and disposal of such soil to the EPA contacts listed in Section XIV of this Agreement. The Settling Respondent will not excavate and dispose of such soil until the work plan is approved by the EPA.

24. In the event the Settling Respondent becomes aware, after the Effective Date, of any action or occurrence which causes or threatens a release of Waste Material at or from the Property that constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all due care action which is required to be performed by Settling Respondent under Part 201 of NREPA regarding such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. §9603, or any

other applicable law, immediately notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, as well as the EPA contacts in Section XIV of this Agreement, of such release or threatened release. In the event that Settling Respondent fails to take the action as required by this Paragraph, and EPA takes such action instead, Settling Respondents shall reimburse EPA all costs of the response action that Settling Respondent was required to take under this Paragraph and that are not inconsistent with the National Contingency Plan ("NCP").

25. Nothing in the preceding Paragraphs or in this Agreement shall be deemed to limit any authority of the United States (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Property, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Property, subject to Section VIII (United States' Covenant Not to Sue).

26. The Settling Respondent agrees to cooperate with EPA by allowing access to EPA for any on-going implementation by EPA of removal or response actions, corrective action, and environmental monitoring at the Property and Settling Respondent further agrees not to interfere with such activities. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and activities by EPA.

27. The Settling Respondent shall not treat, store, or dispose of hazardous waste, as defined in RCRA and Part 111 of NREPA, at the Property, or release or cause the release of such



hazardous waste or hazardous constituents of such hazardous waste on, to, or from the Property, except in compliance with applicable law.

## **VII. CERTIFICATION**

28. By entering into this agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and in its possession which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Property and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is materially inaccurate and incomplete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

## **VIII. UNITED STATES' COVENANT NOT TO SUE**

29. Subject to the Reservation of Rights in Section IX of this Agreement and after completion of the work specified in Section IV (Work to Be Performed), the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or for civil penalties pursuant to Sections 3008, 7003, or 9006 of RCRA, 42 U.S.C. Sections 6928, 6973 or 6991(e), with respect to the Existing Contamination. These covenants not to sue extend only to Settling Respondent and do not

extend to any other person, except as otherwise provided by compliance with Section XVII (Transfer of Agreement by United States).

#### **IX. RESERVATION OF RIGHTS**

30. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue).

Notwithstanding any other provision of this Agreement, the United States reserves, and the Agreement is without prejudice to, all rights against Settling Respondent with respect to all other matters, including but not limited to the following:

- a. claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Work to be Performed), Section V (Access/Cooperation), and Section VI (Due Care);
- b. any liability resulting from past or future releases of Waste Material at or from the Property caused or contributed to by Settling Respondent;
- c. any liability resulting from exacerbation by Settling Respondent of Existing Contamination;
- d. any liability resulting from the release or threat of release of Waste Materials at the Property after the Effective Date that are not within the definition of Existing Contamination;
- e. criminal liability;
- f. liability to the United States for response costs or response actions under CERCLA or for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA, all to the extent of the interest of the federal trustees and EPA; and

g. liability for violations of local, State or federal law or regulations.

h. liability arising from the disposal, release or threat of release of Waste Materials which are transported by the Settling Respondent or Settling Respondent's contractors to locations outside of the Site

31. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable to Existing Contamination, and Settling Respondent reserves its rights to show that the claim is divisible from Existing Contamination or that an allocation of liability can be made.

32. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

33. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Property or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Property. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken by EPA or be required by EPA to be taken by such other parties in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing/operating on property where response actions may be required.

#### **X. SETTLING RESPONDENT'S COVENANT NOT TO SUE**

34. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or

causes of action against the United States, its authorized officers, employees, or representatives with respect to the Property or this Agreement, or any claims arising out of response activities at the Property, including claims based on EPA's oversight of such activities or approval of plans for such activities.

35. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States or its agents or contractors, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute or law other than RCRA and for which the waiver of sovereign immunity is found in a statute or law other than RCRA. Nothing in this Agreement shall prevent an action by Settling Respondent, and this Agreement is without prejudice to such actions, against any private agent or contractor of the United States.

36. Except as provided in Paragraph 34, Settling Respondent reserves the right to assert any defenses available to it under applicable law, including without limitation, an argument that any release or contamination caused by it is divisible from or allocable with respect to Existing Contamination and any applicable defense(s) to liability under CERCLA. The United States reserves all rights to contest any defense asserted by Settling Respondent under applicable law.

#### **XI. PARTIES BOUND**

37. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding on the Settling Respondent. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

## **XII. DISCLAIMER**

38. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

## **XIII. DOCUMENT RETENTION**

39. The Settling Respondent agrees to retain and make available to EPA all business and operating records, site studies and investigations, and documents relating to Settling Respondent's operations which are conducted at the Property after the Effective Date, for at least ten years, following the Effective Date unless otherwise agreed to in writing by the Parties. At the end of ten years or until completion of the work, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA. The Settling Respondent also shall preserve all documents and information relating to work performed pursuant to this Settlement Agreement, or relating to Waste Material found on or released from the Site, and shall submit them to EPA upon completion of the Work required by this Agreement, or earlier if requested by EPA.

#### **XIV. NOTICES AND SUBMISSIONS**

40. Documents which must be submitted under this Agreement, if any, shall be sent by overnight delivery or certified mail, return receipt requested, to the following addressees or to any other addressees which the Settling Respondent, and EPA designate in writing:

As to the EPA:

Christopher Black  
Remediation and Reuse Branch  
Land and Chemicals Division  
United States Environmental Protection Agency  
77 West Jackson Blvd., mail code: LU-9J  
Chicago, Illinois 60604-3590  
Phone: (312) 886-6945  
FAX: (312) 692-2062  
E-mail: black.christopher@epa.gov

Peter Felitti  
Assistant Regional Counsel  
United States Environmental Protection Agency  
77 West Jackson Blvd., mail code: C-14J  
Chicago, Illinois 60604-3590  
Phone: (312) 886-5114  
FAX: (312) 692-2495  
E-mail: felitti.peter@epa.gov

As to the Settling Respondent:

Steve Montle  
Mayor's Office  
City of Flint  
1101 South Saginaw Street  
Flint, Michigan 48502  
Telephone: (810) 237-2024  
Fax: (810)  
E-mail: smontle@cityofflint.com

Michael L. Robinson  
Warner Norcross & Judd LLP  
900 Fifth Third Center  
111 Lyon Street, N.W.  
Grand Rapids, Michigan 49503-2487

Phone: (616) 752-2128  
Fax: (616) 222-2128  
E-mail: mrobinson@wnj.com

#### **XV. EFFECTIVE DATE**

41. The Effective Date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondent that EPA has fully executed the Agreement after review of and response to any public comments received.

#### **XVI. TERMINATION**

42. If EPA or Settling Respondent believes that any or all of the obligations under Sections IV (Work to be Performed) and Section V (Access/Cooperation) are no longer necessary to ensure compliance with the requirements of the Agreement, either of them may request in writing that the other agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

#### **XVII. TRANSFER OF AGREEMENT BY THE UNITED STATES**

43. Upon completion of the following conditions, a transferee of all or a portion of the Property shall have all rights, duties and obligations under this Agreement, as specified below, including, but not limited to, any right under Section VIII (Covenants Not to Sue by the United States):



a. at least thirty (30) days before the transfer, the transferee submits to EPA an affidavit, such as that attached as Appendix 7, which identifies the transferee and the property to be transferred, describes the proposed transfer, and certifies that:

i. the transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination;

ii. the transferee's use of the Property (or part of the Property, as the case may be) will not result in a release or threat of release of any Waste Material except in compliance with law;

iii. the transferee's use of the Property (or part of the Property, as the case may be) will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release;

iv. the person signing the affidavit is fully authorized to make the foregoing certifications and to legally bind the transferee; and

v. the transferee is bound by all of the requirements, duties, obligations and limitations on the use of and actions at the Property set forth in this Agreement.

b. EPA must consent in writing to the transfer of the rights, benefits, and obligations conferred under the Agreement to the transferee. Any transfer of rights is subject to review and approval by EPA and shall not be effective until such approval is given; ; and

c. Prior to or simultaneous with the transfer of all or a portion of the Property, the transferee consents in writing to be bound by and perform, from the date of transfer, all of the terms and remaining obligations of the Agreement as though it were Settling Respondent or the applicable transferor.

If the transferee's affidavit is not materially accurate or complete, or the transferee fails to meet the obligations and requirements of this Agreement, the Covenants Not to Sue by the United States in Section VIII shall be null and void with respect to the transferee, and the United States reserves all rights it may have against the transferee.

44. If all conditions in Paragraph 43 are satisfied, upon transfer of ownership of the Property (or part of the Property, as the case may be), Settling Respondents shall be released from the obligations set forth in his Agreement with respect to the Property or the portion of the Property transferred.

#### **XVIII. CONTRIBUTION**

45. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify the United States in writing no later than sixty (60) days prior to the initiation of such suit or claim.

46. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify in writing the United States within ten (10) days of service of the complaint on it.

#### **XIX. APPENDICES**

47. (a) Appendix 1 is a map of the Property which is the subject of this Agreement and a list of reports and documents which describe conditions at or regarding the Property.

(b) Appendix 2 is a description of the five parcels that make up the Property subject to this Agreement.

(c) Appendix 3 is a map of the Site.

(d) Appendix 4 is a map of the green corridor.

- (e) Appendix 5 contains the Work Plan.
- (f) Appendix 6 is the Declaration of Restrictive Covenants.
- (g) Appendix 7 is the Transfer Affidavit.

**XX. PUBLIC COMMENT**

48. This Agreement shall be subject to notice in the Federal Register and a thirty-day public comment period, and notice and opportunity for a public meeting in Flint, Michigan, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations that indicate this Agreement is inappropriate, improper, or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:



MARGARET M. GUERRIERO  
Director  
Land and Chemicals Division  
U.S. EPA Region 5

6/29/2012

Date

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:



ROBERT G. DREHER  
Principal Deputy Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

8/8/12  
Date

IT IS SO AGREED:

CITY OF FLINT, MICHIGAN

BY:

Michael K. Brown

3-15-12

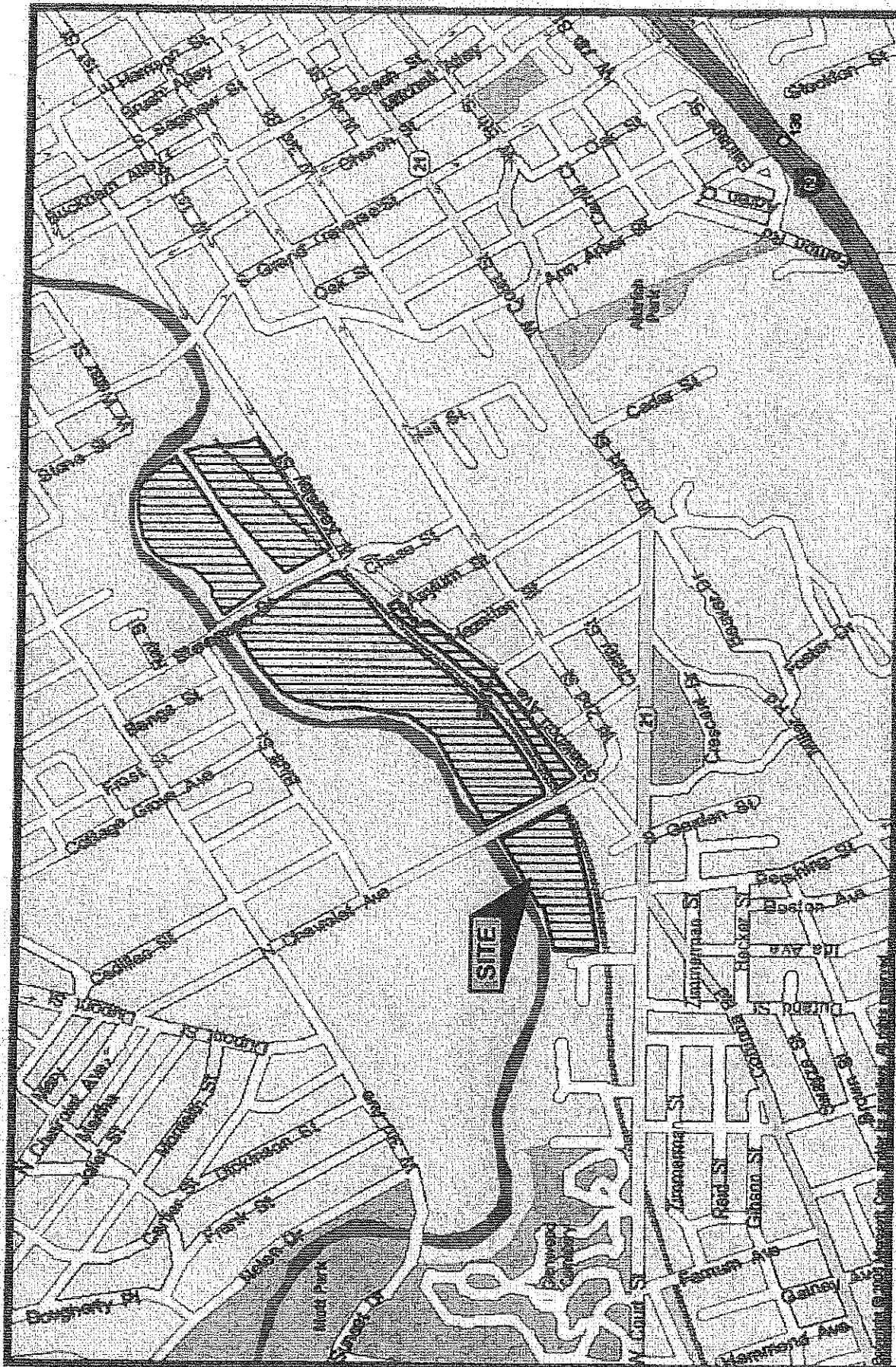
SETTLING RESPONDENT

Date

MICHAEL K. BROWN, EMERGENCY MANAGER

## **APPENDIX 1**

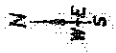
### **MAP OF THE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT AND LIST OF REPORTS AND DOCUMENTS**



DRAWN BY: OGD  
DATE: 06-28-09

FIGURE 1

LEGEND



**SUBJECT PROPERTY LOCATION MAP**

FLINT WEST OPERATIONS  
A PORTION OF DELPH ENERGY & ENGINE

100 NORTH CHEVROLET AVENUE  
300 & 305 SOUTH STEVENSON STREET, AND GLENWOOD AVENUE  
(BETWEEN WEST KASSLEY AND NORTH CHEVROLET)

FLINT, MICHIGAN  
PROJECT NUMBER: 6163-2-17

**AKTPEERLESS**

environmental & energy services  
CHICAGO DETROIT FARMINGTON LANSING SAGINAW

www.aktpeerless.com



**Flint-West, Michigan UST Facility ID # 2683**

UST #	Parcel Location	Plant Location (If known)	Contents	Size	Installation Date	Removal Date	Removal Status	LUST Release Date	LUST Release #	Closure Status
1	Kettering	2A	Gasoline	1,000 gallons	Unknown	6/26/1986	Removed	8/8/1986	C-85-85	Closed w/ corrective action
2	A	5	Gasoline	2,000 gallons	1/22/1950	7/23/1990	Removed	5/22/1989	C-586-1989	Closed
3	Kettering	2A	Fuel Oil	50,000 gallons	1/22/1973	5/22/1989	Removed	05/22/1989*	Unknown	Unknown
4	Kettering	2A	Fuel Oil	50,000 gallons	1/23/1973	5/23/1989	Removed	05/22/1989*	Unknown	Unknown
5	Kettering	2A	Fuel Oil	50,000 gallons	1/22/1976	5/24/1989	Removed	05/22/1989*	Unknown	Unknown
6	Kettering	2A	Fuel Oil	50,000 gallons	1/23/1975	5/25/1989	Removed	05/22/1989*	Unknown	Unknown
7	B	4	Unknown	Unknown	Unknown	Unknown	Unknown	None	None	None
8	B	7	Gasoline	7,500 gallons	1/22/1964	12/1989	Removed	None*	None	None
9	B	7	Water w/ trace gasoline	7,500 gallons	1/22/1984	12/1989	Removed	None*	None	None
10	B	7	Water w/ trace gasoline	1,000 gallons	1/22/1982	12/1989	Removed	None*	None	None
11	B	8	Unknown	Unknown	Unknown	Unknown	Unknown	None	None	None
12	F	2N	Gasoline	16,000 gallons	1/22/1982	4/23/1990	Removed	5/22/1989	C-84-86	Closed
13	F	2N	Wash Water	16,000 gallons	1/22/1982	4/23/1990	Removed	5/22/1989	C-84-85	Closed
14	B	7	Gasoline	20,000 gallons	1/22/1973	01/1990	Removed	1/2/1990	C-0551-90	Closed
15	B	7	Diesel	10,000 gallons	1/22/1973	01/1990	Removed	1/2/1990	C-0551-90	Closed
16	B	4	Water w/ trace gasoline	9,500 gallons	1/22/1973	09/1988	Removed	8/25/1986	C-87-85	Closed w/ corrective action
17	B	4	Water w/ trace gasoline	9,500 gallons	1/22/1973	09/1988	Removed	8/25/1986	C-87-85	
18	B	4	Motor Oil	12,000 gallons	Unknown	12/1989*	Unknown	Tanks not regulated		
19	B	4	Motor Oil	10,000 gallons	Unknown	12/1989*	Unknown	Tanks not regulated		
20	Kettering	2A	Diesel	550 gallons	1/22/1981	4/23/1990	Removed	None*	None*	None*
21	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
22	B	4	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
23	B	7	Gasoline	12,000 gallons	1/22/1988	3/4/1999	Removed	3/24/1999	C-0291-99	Closed
24	B	7	Gasoline	12,000 gallons	10/22/1989	3/4/1999	Removed	3/25/1999	C-0291-99	Closed
25	D	10	Quench Oil	15,000 gallons	1/1/1968	8/25/1990	Closed in Place	None	None	Clean Closure
26	F	36	Gasoline	20,000 gallons	1/1/1954	11/18/1992	Closed in Place	11/18/1992	C-2048-92	Restricted Closure
27	Adjoining	Parking Lot B	Gasoline	1,000 gallons	Unknown	8/1/1995	Removed	None	None	Clean Closure
28	Adjoining	Parking Lot B	Gasoline	1,000 gallons	Unknown	8/1/1995	Removed	None	None	Clean Closure
3-1928	B	4	Fuel Oil	Unknown	Unknown	2006	Removed	10/3/2006	C-0290-06	Open
4-1928	B	4	Motor Oil	15,000 gallons	Unknown	2006	Removed	10/3/2006	C-0290-06	Open
Dyno Lab	B	7	Dyno Lab Fuel Line	N/A	N/A	N/A	N/A	5/21/1990	C-894-90	Closed
N/A	F	Yard 17	Bulk Water	7,500 gallons	Unknown	1985*	Removed*	4/18/1985	C-86-85	7/19/1995
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/19/1985	C-86-86	7/19/1995
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/20/1985	C-86-87	7/19/1995
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/21/1985	C-86-88	7/19/1995
N/A	F	Yard 17	Mineral Seal	15,000 gallons	Unknown	1985*	Removed*	4/22/1985	C-86-89	7/19/1995

\* = information obtained from August 22, 1998 Correspondence from Delphi Energy & Engine Systems to MDEQ regarding former UST systems.

Flint-West, Michigan UST Facility ID: 2683

Michigan Part 201 ID: 25000011

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
ALL			7/12/1976	Flow Diagram for Industrial Wastewater		Figures
ALL			10/7/1977	Flow Diagram for Industrial Wastewater		Figures
ALL			9/25/1985	Notice to MDNR, beginning foundry operations, analytical results of foundry sand	GM	Letter
ALL			6/9/1986	Soil Quality Study	Keck Consulting Services	Report
ALL			11/20/1987	Notice to GM, site is identified on Act 307 list	MDNR	Letter
ALL			4/29/1989	Extremely Hazardous Waste Locations	GM	Figures
ALL			8/31/1989	Report of Phase I UST Compliance program for AC Rochester	Hunter/Keck	Report
ALL			02/1990	UST Compliance Program Assessment Report - Update on Removals		
ALL			04/1991	Preliminary Review/Visual Site Inspection and Preliminary Assessment	Ecology & Environment on behalf of EPA	Report
ALL			10/2/1991	AC Rochester-West Sampling	WW Engineering & Science	Letter
ALL			2/17/1994	Analytical Data, location unspecified		Analytical Results
ALL			02/1995	Environmental/Emergency Response Plan	Hubbell, Roth & Clark	Report
ALL			4/13/2004	Preliminary Restoration Plan	U.S. Army Corps of Engineers	Draft Report
ALL				Proposed Work Plan-USTs Management Program		Report
ALL			4/6/2009	Conveyance of Chevy in the Hole to Delphi	Attorney	Letter
ALL			7/30/2009	Correspondence to MDEQ for BEA	City of Flint	Letter
ALL			5/4/2009	Quit Claim Deed Review	AKT Peerless	Report
ALL			09/2009	Phase I ESA Former Chevy in the Hole	AKT Peerless	Report
ALL			05/2010	Phase II ESA, Former Chevy in the Hole	AKT Peerless	Report
A	5	#2	10/20/1989	Proposed Work Plan, Detailed Site Evaluation, Building 5	Hunter/Keck	Report
A	5	#2	4/6/1990	MDNR Response to Work Plans	MDNR	Letter
A, B, Misc.	2	#2	Apr-91	UST Reports Discussion Buildings 2, 5, 37	ESE	Report
A	5	#2	4/5/1991	Detailed Site Evaluation, Building 5, UST #2	ESE	Report
A	5	#2	3/16/1992	Type B Closure Report	ESE	Report
A	5	#2	8/2/1995	Closure Report Received	MDEQ	Letter
A	5	#2	2/28/1995	LUST Audit Report		Letter
A	5		Nov-95	Phase I ESA of Building 5	BBL	Report
A	5		Dec-95	Phase II and Phase III Extent of Contamination Study Work Plan	BBL	Report
A	5		Feb-97	Revised Phase II ESA	BBL	Report
A	5		Jun-97	Phase III Extent of Contamination Study, Former Building 5	BBL	Report
A	5		Jan-98	Phase III Extent of Contamination Study Addendum, Former Building 5	BBL	Report
A	5		Jun-01	Draft Interim Remedial Plan	Conestoga Rovers & Associates	Report

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
A	5		Mar-02	Revised Draft Interim Remedial Action Plan, Building 5	Conestoga Rovers & Associates	Report
A	5		Jun-02	Results of Pre-Design Investigative Activities, Interim Remedial Action Plan	Conestoga Rovers & Associates	Report
A	5		10/10/2003	Notice of Migration of Contamination along Flint River	Delphi	Letter
A	5		10/12/2005	Summary of Site Conditions, Plant 5	The Dragun Corporation	Report
A	6		7/30/2009	BEA Disclosure	The Dragun Corporation	Report
A	5		11/5/2010	Site Assessment Report for the Chevy in the Hole Site for USEPA Region 5 Emergency Response	Weston Solutions	Report
A			9/11/2000	PEAS Spill report - oil sheen into river from Outfall #71		Letter
A			3/19/2009	BEA - Parcel 1, 300 N. Chevrolet Ave	Dragun	Report
A			8/14/2009	BEA - Parcel A	Dragun	Draft Report
B	4		10/31/1989	Tank Excavation near Building 4	Hunter/Keck	Report
B	4		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
A, B, Misc.	4		04-1991	UST Reports Discussion Buildings 2, 5, 37	ESE	Report
B	4	#16, 17	7/20/1994	Project Summary & Future Activities Plan, USTs #16, #17	ESE	Letter
B	4	#16, 17	Dec-95	LUST Closure Report for UST #16, #17	ECT	Report
B	4	#16, 17	12/29/1995	UST Closure Report #16, #17	ECT	Report
B	4	#16, 17	3/1/1996	Audit by DEQ for UST #16, #17 - Bad		Correspondence
B	4	#16, 17	6/19/1996	Closure Audit Response for UST #16 and #17	ECT	Report
B	4	#16, 17	11/28/1996	Corrective Deed for UST #16 and #17	ECT	Letter
B	4	#16, 17	1/10/1997	Restricted Closure Letter for UST #16, #17	MDNQ	Correspondence
B	4		10/6/1998	Update on Plant #4 Fuel Oil Excavation, free product		Letter
B	4		1/22/1998	Release Closure Report #4	21st Century Resources	Report
B	4	#4-1928	9/25/2006	Notice of Intent to Remove UST #4-1928		Letter
B	4	#4-1928	10/4/2006	Confirmed release C-0790-06, motor oil from UST #4-1928		Letter
B	4	#4-1928	6/18/2007	Initial Assessment Report - UST 4-1928		Letter
B	4	#4-1928	11/20/2007	Request for Extension of Final Assessment Report	Goldar	Letter
B	4	#4-1928	10/10/2008	Notice of Migration of Contamination		Letter
B	4	#4-1928	1/5/2009	Final Assessment Report - UST 4-1928		Report
B	6		5/20/1987	PEAS Complaint: Owens Coming resin in basement of Building 6		Letter
B	7	#8, 9, 10	2/22/1990	Closure Assessment Report Addendum #2, USTs #8, #9, #10	ESE	Report
B	7	#14, 15	4/12/1990	Twenty Day Initial Abatement Report for UST #14, #15		Report
B	7	#8, 9, 10	3/1/1990	Addendum #2/UST Compliance Program, UST #8, #9, #10 Closure Assessment		Report
B	7	#14, 15	3/29/1990	Confirmed Release C-0551-90, gasoline from 20,000-gallon UST		Letter
B	7	#14, 15	5/10/1990	Closure Assessment Report Addendum #3/UST Compliance Program #14 & #15	ESE	Report
B	Dyno Lab		5/21/1990	Confirmed release (C-0884-90) of 94 Octane at Plant 7		Correspondence
B	Dyno Lab		6/4/1990	Plant 7 Dyno Lab Gas Spill Remediation Status		Letter

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
B	7	#14, 15	7/13/1990	Site Investigation Results and Closure for UST #14, #15	ESE	Letter
B	Dyno Lab		7/3/1990	Evaluation of Gasoline Release Plant #7	ESE	Report
B	7		8/24/1990	MDNR Audit of Closure Report - Bad	MDNR	Letter
B	7	#14, 15	1/22/1991	Plant #7, UST #14, #15 Closure		Letter
B	Dyno Lab		6/3/1991	Status of Former Gasoline Release Area Near Building 7	ESE	Letter
B	7	#14, 15	6/9/1994	Status of Flint West UST Tank Sites, UST #14, UST #15	ECT	Letter
B	Dyno Lab		7/20/1994	Project Summary & Future Activities Plan	ESE	Letter
B	Dyno Lab		2/23/1995	Closure Request for Plant 7 Release	ESE	Letter
B	7		8/7/1995	Closure Request for Building 7	ESE	Report
B	7	#14, 15	8/12/1995	LUST Closure Report, UST #14, #15	ECT	Report
B	7	#14, 15	8/18/1995	Closure Letter for UST #14, #15		Correspondence
	Dyno Lab		8/18/1995	Closure Report for Dyno Lab Received	MDNR	Letter
B	7	#23, 24	11/5/1998	Intent to Remove UST #23		Letter
B	7	#23, 24	3/24/1999	Confirmed Release from UST #24		Correspondence
B	7	#23, 24	3/24/1999	Confirmed release C-291-99, gasoline from UST #24		Letter
B	7	#23	3/24/1999	UST Closure for #23, Clean Closure		Letter
B	7	#23, 24	3/24/1999	UST Closure for UST #23, #24	Global	Report
B	7	#24	4/26/1999	Confirmed Release from UST #24		Letter
B	7	#23, 24	6/21/1999	UST #24 Closure Report	Global	Report
B	7	#23, 24	6/23/1999	Audit for release from UST #24		Letter
B	8		4/3/1992	Groundwater Analytical from Well No 7A, Building 8	AC Rochester	Letter
B			6/14/2000	PEAS Spill report - oil sheen into river from Outfall #55		Letter
B			6/10/2004	PEAS Spill report - oil sheen into river from Outfall #48		Letter
B			10/17/2004	Well Surveying and groundwater Flow Direction	Goldar	Report
B			7/1/2004	Phase I and Phase II ESA	Goldar	Report
B			2/7/2005	Report on Supplemental Stage 2 Characterization	Goldar	Report
				Report of 2006 Supplemental Site Characterization,		
B			1/3/2007	Delineation of Impact at MW-10 and MW-11	Goldar	Report
B			1/3/2007	Current Conditions Report in Support of Liability Assessment	Goldar	Report
B			1/16/2007	Initial Assessment Report	Goldar	Report
B			1/22/2009	Summary of Site Conditions, Plants 4, 6, 7, 8	Dragun	Report
B			3/19/2009	BEA - Parcel 2 306 S. Stevenson	Dragun	Report
B			8/4/2009	BEA - 306 Stevenson	Dragun	Draft Report
D	10	#25	11/19/1990	Quench Oil Tank Closure/Building 10	ESE	Letter
F	2		10/20/1989	Proposed Work Plan Detailed Site Evaluation	Hunter/Keck	Report
F	2		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
F	2	#12, 13	4/5/1991	Detailed Site Evaluation Building 2, North Yard, UST #12, #13	ESE	Report
F	2	#12, 13	9/6/1993	LUST Supplemental Closure Report for UST #12, #13	ECT	Report
F	2	#12, 13	7/20/1994	Project Summary & Future Activities Plan, USTs #12, #13	ESE	Letter
F	2	#12, 13	12/29/1995	LUST Closure Report, UST #12, #13	ECT	Report
F	2	#12, 13	3/1/1996	Audit Report for 05/22/1989 & 09/02/1988 releases		Correspondence

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
F	2	#12, 13	9/6/1996	LUST Closure Report Audit Response for UST #12, #13	ECT	Report
F	2	#12, 13	11/26/1996	Corrective Deed for UST #12 and #13	ECT	Letter
F	2	#12, 13	4/1/1997	Closure Response for UST #12, #13		Letter
F	2	#12, 13	9/8/1997	Closure Report Received	MDEQ	Letter
F	2	#12, 13	10/31/1997	LUST Supplemental Closure Report for UST #12, #13	ECT	Report
F	2	#12, 13	12/23/1997	Audit Report for USTs #12 and #13	MDNR	Correspondence
F	2	#12, 13	1/12/1999	Corrective Action Notice to Register of Deeds, UST #12, #13	GM	Letter
F	2		10/1/2008	Notice of Migration of Contamination		Correspondence
F	36	#26	11/19/1992	Confirmed release C-2048-92, gasoline from UST #26		Letter
F	36	#26	12/7/1992	Initial Abatement Report, UST #26		Report
F	36	#26	12/22/1992	45-Day Site Characterization and Work Plan		Report
F	36	#26	10/26/1993	Summary of Soil Removal Activities, UST #26		Report
F	36	#26	11/18/1993	Summary of Soil Removal Activities, UST #26		Report
F	36	#26	3/16/1994	210-Day Phase II Hydrogeological Work Plan		Report
F	36	#26	6/9/1994	Status of Flint West UST Tank Sites, UST #26	ECT	Letter
F	36	#26	Aug-94	Phase II Hydrogeological Investigation, UST #26	ECT	Report
F	36	#26	11/18/1994	Feasibility Study for UST #26	ECT	Report
F	36	#26	2/16/1995	Corrective Action Plan for UST #26	ECT	Report
F	36	#26	9/5/1996	Audit for restrictive closure for UST #26		Correspondence
F	36	#26	8/6/1996	Closure Report for UST #26	ECT	Report
F	17 Yard		7/29/1986	Leaking Tanks (Mineral Seal)		Analytical Results
F	17 Yard		8/19/1987	Hydrogeological Investigation of 17-Yard Fisher Guide Manufacturing Plant	Midwest Water Resources	Report
F	17 Yard		8/22/1988	Act 64 Closure Plan for Drum Storage Building	Roy F. Weston	Report
F	17 Yard		8/19/1989	Act 64 Amended Closure Plan for Drum Storage Building	Roy F. Weston	Report
F	17 Yard		10/31/1989	Review of Building 17-Yard Report	Hunter/Keck	Report
F	17 Yard		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
F	17 Yard		9/16/1990	Closure Certification for Drum Storage Area	ESE	Report
F	17 Yard		May-91	Limited Hydrogeological Study	ESE	Report
F	17 Yard		2/28/1992	Report of Hydrogeological Investigation of Yard 17	ESE	Report
F	17 Yard			Addition to Closure Certification to Drum Storage Area for AC Rochester	ESE	Letter
F	17 Yard		11/2/1993	RCRA Closure MDEQ Response		
F	17 Yard		3/15/1994	Rich Eisenman Response to MDNR for RCRA Closure Response	ESE	Letter
F	17 Yard		3/22/1994	Response Letter to MDNR letter 07/28/1993	ESE	Correspondence
F	17 Yard		7/20/1994	Project Summary & Future Activities		Letter
F	17 Yard		2/23/1995	Update from AC Delco		Letter
F	17 Yard		8/14/1995	Audit by DEQ for Yard 17 for 04/18/1985 release		Correspondence
F	17 Yard		7/19/1995	LUST Closure Report-Yard 17		Correspondence
F	17 Yard		8/8/1995	Analytical Data (PNAs)		Analytical Results

Parcel	Building #	UST # (If applicable)	Document Date	Document Title	Consulting Firm	Type of Document
F	2 RR		Feb-94	Phase I Hydrogeological Study		Report
F	2 RR		3/20/1995	RR-Plant 2, Free Product Report		Letter
F	2 RR		4/11/1996	RR-Plant 2, Free Product Report		Letter
F	2 RR		3/21/1997	RR-Plant 2, Free Product Report		Letter
F	2 RR		2/26/1998	RR-Plant 2, Free Product Report		Letter
F	2 RR		2/8/1999	RR-Plant 2, Free Product Report		Letter
F	2		11/7/2008	Notice of Migration of Contamination	Delphi	Letter
Miscellaneous	2A	#1	8/6/1986	LUST Contamination Study of Plant 2A	Stalwart Technical Services, Inc.	Report
Miscellaneous	2A	#1	9/29/1986	Boring Logs		Boring Logs
Miscellaneous	2A	#1	4/8/1987	Subsurface Investigation of Plant 2A	Groundwater Technology	Report
Miscellaneous	2A	#1	8/19/1987	Gasoline Recovery, Building 2A	Midwest Water Resources	Letter
Miscellaneous	2A		10/11/1988	Figures only	Groundwater Technology	Figures
Miscellaneous	2A		2/7/1989	PEAS Complaint - release of wastewater beneath Building 2A		Letter
Miscellaneous	2A	#1	9/26/1989	UST Removal Letter	Fire Marshal for City of Flint	Letter
Miscellaneous	2A		11/14/1989	Remedial Activities, 2A Gasoline Loss		Letter
Miscellaneous	2A	#20	1/24/1990	Closure Assessment Report Addendum #1, UST #20	ESE	Report
Miscellaneous	2A		4/5/1990	MDNR Response to Work Plans	MDNR	Letter
A, B, Misc	2A		04-1991	UST Reports Discussion Buildings 2, 5, 37	ESE	Report
Miscellaneous	2A		7/18/1994	Project Summary & Future Activities Plan	ESE	Letter
Miscellaneous	2A	#1	12/28/1995	Building 2A determination for Final Assessment Report		Letter
Miscellaneous	2A	#1	1/11/1996	Building 2A Site Classification	BBL	Report
Miscellaneous	2A	#1	10/1/1996	LUST Final Assessment Report, UST #1	BBL	Report
Miscellaneous	2A		5/9/1997	Quarterly Sampling and Intrinsic Bioremediation		Letter
Miscellaneous	2A	#1	8/11/1997	Amendment to Final Assessment Report, Building 2A UST #1	BBL	Report
Miscellaneous	2A		Jul-97	Corrective Action Plan Year 1, Quarter 1, Annual Report for Building 2A	BBL	Report
Miscellaneous	2A		Aug-97	Quarterly Sampling and Intrinsic Bioremediation		Letter
Miscellaneous	2A		Aug-97	Corrective Action Plan Year 1, Quarter 2 Annual Report for Building 2A	BBL	Report
Miscellaneous	2A		Nov-97	Quarterly Sampling and Intrinsic Bioremediation		Letter
Miscellaneous	2A		Nov-97	Corrective Action Plan Year 1, Quarter 3 Annual Report for Building 2A	BBL	Report
Miscellaneous	2A		Aug-98	Corrective Action Plan Quarter 4 Monitoring Report, Building 2A Site	BBL	Report
Miscellaneous	2A	#1	Feb-99	MDEQ Audit of LUST Release C-85-85	MDEQ	Letter
Miscellaneous	2A		May-00	Corrective Action Plan Year 2, Annual Report for Building 2A	BBL	Report
Miscellaneous	2A	#1	1/18/2001	Audit for UST #1 for closure		Correspondence
Miscellaneous	2A	#1		UST #1 Closure Report	BBL	Report
Miscellaneous	2A	#1		Corrective Action Plan Monitoring Program, UST #1	BBL	Report
Miscellaneous	37	#3-6	9/26/1989	Confirmed Release C-566-89, fuel oil from four 50,000-gallon USTs		Letter

Parcel	Building #	UST # (if applicable)	Document Date	Document Title	Consulting Firm	Type of Document
Miscellaneous	37	#3-6	10/20/1989	Proposed Work Plan Detailed Site Evaluation Building 37, UST Area	Hunter/Kack	Report
Miscellaneous	37	#3-6	5/5/1991	Detailed Site Evaluation Building 37, USTs #3-6 and A	ESE	Report
Miscellaneous	37	#3-6	4/8/1992	Type B Closure Report Building 37, UST # 3-6 and A	ESE	Report
Miscellaneous	37	#3-6	1/12/1994	Audit Report for Confirmed Release 05/22/1988, USTs #3-6		Correspondence
Miscellaneous	9		11/13/1991	PEAS Complaint: former drinking water well north of Building 9, oil on the water	GM	Letter
Miscellaneous	9		6/12/1990	PEAS Complaint: chromic acid waste into storm sewer	GM	Letter
Miscellaneous	Parking Lot B	#27, 28	3/28/1995	Notice of Intent to Remove UST #27	Delphi	Letter
Miscellaneous	Parking Lot B	#27, 28	6/1/1995	UST Registration, Identified #28 while removing #27	Delphi	Letter
Miscellaneous	Parking Lot B	#27, 28	6/9/1995	Site Closure Assessment Report for UST #27, #28	Delphi	Report
Miscellaneous			6/30/1995	Clean Closure granted for UST #27 and #28	MDEQ	Letter
Miscellaneous	Lots E, F, G		1/30/2007	Phase I ESA	Arcadis	Report
Miscellaneous	Lots J, K, L, M		30-Jan	Phase I ESA	Arcadis	Report
Miscellaneous	Lot P		1/30/2007	Phase I ESA	Arcadis	Report



Flint-West, RCRA Generator ID: MID 005 356 654

Date	Document Title	Document Preparer	Type of Document
8/4/1980	Notification of Regulated Waste Activity		Letter
11/17/1980	Notification of Regulated Waste Activity		Letter
9/22/1981	Disposal of Asbestos @ landfill		Letter
5/28/1982	EPA Approval of Part A Application	EPA	Letter
11/15/1982	Waste Characterization Report	GM	Letter
5/23/1983	Waste Characterization Report	GM	Letter
6/6/1983	Copy of Part A Hazardous waste activities sent to state		Letter
8/8/1983	Notice to GM that licenses to transport hazardous waste have expired	MDNR	Letter
9/7/1983	MDNR Inspection - no violations	MDNR	Letter
12/8/1983	Notification of Regulated Waste Activity		Letter
2/8/1984	GM notice to MDNR to propose moving hazardous waste storage area		Letter
2/9/1984	Biennial hazardous waste report for 1983	GM	Letter
5/16/1984	Notice to EPA, Plans to move storage area on hold	GM	Letter
8/6/1984	MDNR Response to violations - compliance	MDNR	Letter
6/25/1985	MDNR Inspection - no violations	MDNR	Letter
7/9/1985	GM Response to RCRA inspection	GM	Letter
7/10/1984	List of Hazardous Storage Areas to MDNR	GM	Letter
10/16/1985	Notice that chlorine tablets inadvertently sent to landfill	GM	Letter
6/6/1986	Soil Quality Study	Keck Consulting Services	Report
6/23/1986	MDNR Inspection - violations	MDNR	Letter
7/29/1986	Leaking Tanks (Mineral Seal)		Analytical Results
9/16/1986	MDNR Inspection - Compliance	MDNR	Letter
5/28/1987	MDNR Inspection - RCRA violations	MDNR	Letter
6/16/1987	GM Response to RCRA inspection	GM	Letter

Date	Document Title	Document Preparer	Type of Document
7/27/1987	MDNR Response to violations - compliance	MDNR	Letter
8/19/1987	Hydrogeological Investigation of 17-Yard Fisher Guide Manufacturing Plant	Midwest Water Resources	Report
9/3/1987	Notice to EPA, Hazardous Waste inadvertently shipped to scrapyard	GM	Correspondence
9/29/1987	Correspondence regarding hazardous waste shipment	EPA	Correspondence
11/3/1987	Correspondence regarding hazardous waste shipment	GM	Correspondence
12/21/1987	Hazardous Waste Shipped to Scrapyard Final Comments	EPA	Correspondence
8/22/1988	Act 64 Closure Plan for Drum Storage Building	Roy F. Weston	Report
9/2/1988	Public Notice Period for Comment on Drum Storage Building Closure Plan	Roy F. Weston	Letter
5/19/1989	Notice of Deficiency for Drum Storage Area Closure	MDNR	Letter
6/19/1989	Act 64 Amended Closure Plan for Drum Storage Building	Roy F. Weston	Report
6/30/1989	Contingent Approval by MDNR	MDNR	Letter
8/8/1989	MDNR Inspection - RCRA violations	MDNR	Letter
8/31/1989	Report of Phase I UST Compliance program for AC Rochester	Hunter/Keck	Report
10/31/1989	Review of Building 17-Yard Report	Hunter/Keck	Report
11/28/1989	Closure Time Extension Letter	GM	Report
Jan-90	AC Flint Rochester Flint West Outfall list		Letter
Jun-90	Hazardous Waste Disposal Completed from Drum Storage Area	GM	Letter
Jul-90	Closure Activities completed at Drum Storage Pad		Letter
9/15/1990	Closure Certification for Drum Storage Area	ESE	Report
10/11/1990	Final Revised Closure Certification Report	ESE	Report

Date	Document Title	Document Preparer	Type of Document
Apr-91	Preliminary Review/Visual Site Inspection and Preliminary Assessment	Ecology & Environment on behalf of EPA	Report
May-91	Limited Hydrogeological Study	ESE	Report
10/2/1991	AC Rochester-West Sampling	WW Engineering & Science	Letter
2/28/1992	Report of Hydrogeological Investigation of Yard 17	ESE	Report
5/3/1993	Review of Hazardous Waste Storage Area	MDNR	Letter
5/20/1993	Report of Tank Removal near RCRA Storage Pad	GM	Report
7/28/1993	Notice of Deficiency for Drum Storage Area Closure	MDEQ	Letter
8/16/1993	Response to Deficiencies	GM	Letter
10/18/1993	SPLC Metals samples collected by MDNR	MDNR	Analytical Results
11/2/1993	Addition to Closure Certification to Drum Storage Area for AC Rochester	ESE	Letter
12/2/1993	MDNR Comments on RCRA Closure Certification	MDNR	Letter
1/13/1994	Facility Inspection with violations	MDNR	Letter
2/18/1994	Sites proposed for National Corrective Action Priority System	MDNR to EPA	Letter
3/15/1994	RCRA Closure Response to Deficiencies		
3/15/1994	Rich Eisenman Response to MDNR for RCRA Closure Response	ESE	Letter
3/17/1994	MDNR Inspection - violations	MDNR	Letter
3/22/1994	Response Letter to MDNR letter 07/28/1993	ESE	Correspondence
5/6/1994	Certification of Closure from MDEQ (not from corrective action)	MDEQ	Correspondence
7/20/1994	Project Summary & Future Activities		Letter
1/23/1995	MDNR Inspection - violations	MDNR	Letter
Feb-95	Environmental/Emergency Response Plan	Hubbell, Roth & Clark	Report
2/23/1995	Update from AC Delco		Letter
5/24/1995	DNR Response to Violations - compliance	MDNR	Letter

Date	Document Title	Document Preparer	Type of Document
7/19/1995	LUST Closure Report-Yard 17		Correspondence
8/8/1995	Analytical Data (PNAs)		Analytical Results
8/14/1995	Audit by DEQ for Yard 17 for 04/18/1985 release		Correspondence
9/29/1997	Export of hazardous material via rail car		Letter
1/26/1999	Notification of Regulated Waste Activity		Letter
2/25/2002	Site Identification Verification	MDEQ	Letter
3/1/2002	Notification of Regulated Waste Activity		Letter
2/27/2004	Notification of Regulated Waste Activity		Letter
4/21/2006	MDEQ inspection - site no longer operating or generating wastes	MDEQ	Letter
Sep-09	Phase I ESA Former Chevy in the Hole	AKT Peerless	Report
May-10	Phase II ESA, Former Chevy in the Hole	AKT Peerless	Report
Unknown	Proposed Work Plan-USTs Management Program		Report

Flint-West, Michigan UST Facility ID: 2683

Document Date	Document Title	Owner of Record
4/22/1986	Registration of USTs	General Motors
1/22/1988	Notification Data for all USTs (20)	
3/30/1989	Notice of Intent to Remove USTs	
4/23/1990	Amended UST Notification Form	
4/25/1990	Registration of USTs	AC Rochester
11/20/1990	Registration of USTs	AC Rochester
7/29/1991	Registration of USTs	AC Rochester
11/12/1992	Registration of USTs	AC Rochester
2/15/1993	Registration of USTs	AC Rochester
3/13/1995	Registration of USTs	Delphi
6/8/1995	Registration of USTs	Delphi Energy & Engine Mgt. Systems
6/8/1995	Registration of USTs	Delphi
2/12/1999	Registration of USTs	Delphi
3/22/1999	Registration of USTs	Delphi Energy & Engine Mgt. Systems
4/26/1999	Revised Notice of UST Closure	Global
9/25/2006	Registration of USTs	Delphi
10/10/2006	Registration of USTs	Delphi
12/14/2006	Registration of USTs	Delphi

**Flint-West, NPDES General Permit #: MIR11L011**

Document Date	Document Title	Type of Document
01/1990	AC Rochester Flint West Outfall Locations	Report
3/22/1995	NPDES Permit to Discharge to Flint River	Permit
6/17/1996	Release of water soluble citrus-based industrial degreaser into storm sewer	Complaint
6/18/1996	PEAS - release of industrial water soluble degreaser	Complaint
10/6/1997	Out of Compliance with NPDES regulations	Correspondence
8/3/1998	NPDES Permit to Discharge to Flint River	Permit
9/27/1999	NPDES Permit to Discharge to Flint River	Permit
3/30/2000	NPDES Permit to Discharge to Flint River	Permit
6/14/2000	PEAS - oil sheen into river	Complaint
9/11/2000	PEAS - oil sheen into river	Complaint
10/30/2000	Release of yellow/green dye into storm sewer	Complaint
4/10/2001	PEAS - oil sheen into river	Complaint
6/10/2004	Release of oil sheen into Flint River observed by MDEQ	Complaint
8/30/2004	Request to release FLT Yellow/Green dye into storm sewer	Correspondence
2/10/2005	NPDES Permit to Discharge to Flint River	Permit
7/22/2005	Water Bureau Inspection/Evaluation Report	Inspection

**APPENDIX 2**

**DESCRIPTION OF FIVE PARCELS MAKING UP THE PROPERTY**  
**SUBJECT TO THIS AGREEMENT**



## Property

The following described premises situated in the City of Flint, County of Genesee and the State of Michigan, to-wit:

### Parcel 1:

A parcel bounded on the East by Chevrolet Avenue, on the North by Flint River, on the West by Center Street, and on the South by Grand Trunk Western Railroad.

Part of Lots 14 and 15, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 5 and 6, Peter O'Conner's Subdivision of part of Lot 1 of Thayer and Wright's Outlots, as recorded in Deed Liber 83, Page 0 and transcribed in Plat Liber 14, Page 20, Genesee County, Michigan Records; also part of Outlot 1 of Thayer and Wright's Outlots, Section 9, Smith's Reservation, as recorded in Deed Liber 25, Page 639, and transcribed in Plat Liber 6, Page 12, Genesee County, Michigan Records; also part of Lots 13 through 17, Block 2 and Lots 18 through 21, Block 3, all in Thurber's Addition to West Flint, as recorded in Deed Liber 68, Page 616, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Garden Street, Pershing Street, and Joyner Street, City of Flint, Genesee County, Michigan described as follows: Commencing at the intersection of the Southerly Line of Hasselbring Street, so-called, with the Westerly Line of Chevrolet Avenue, so-called; thence Southerly, along said Westerly Line of Chevrolet Avenue, S 31°30'53" E 398.51 feet AND S 61°01'48" E 26.74 feet AND S 31°06'17" E 227.89 feet to the place of beginning, being the intersection of the said Westerly Line with the Northerly Face of an existing retaining Wall at the Southerly Bank of the Flint River; thence S 83°25'21" W, along said Northerly Face, 27.47 feet to an angle point in said Wall; thence continuing along said Northerly Face, S 59°46'45" W 584.07 feet to an angle point in said Wall; thence S 09°58'57" E, along the Westerly Face of said Wall, 31.72 feet to the Southerly Face of an existing Retaining Wall; thence along said Southern Face, on a curve to the right, having a radius of 661.26 feet, an arc length of 256.41, with a chord bearing and distance of S 72°28'20" W 254.81 feet AND S 83°34'53" W 90.0 feet to the Easterly Line of Center Street, so-called; thence Southerly along the said Easterly Line to a point being S 00°48'30" E 19.19 feet from the intersection of the said Easterly Line of Center Street with the Centerline of Joyner Street, so-called; thence N 87°22' E 128.16 feet; thence on a curve to the left, having a radius of 15,416.74 feet, with a chord bearing and distance of N 86°47'30" E 304.96 feet to the intersection of the Easterly Line of Pershing Street, so-called, with the said Centerline of Joyner Street extended Easterly; thence Southerly, along the said Easterly Line of Pershing Street, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Chevrolet Avenue; thence Northerly, along said Westerly Line, to the place of beginning.

Parcel 2:

A parcel bounded on the East by Stevenson Street, on the North by Flint River, on the West by Chevrolet Avenue, and on the South by Grand Trunk Western Railroad.

Part of Lots 7 through 14, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6,, Page 6, Genesee County, Michigan Records; also part of Lots 11 through 26, Robinson Place, as recorded in Plat Liber 1, Page 28, Genesee County, Michigan Records; also part of Lots 1 through 6, Block 3, McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Lots 6 through 11, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 9, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also part of Bang's Replat of part of Blocks 6 and 8, McFarlan and Co.'s Cottage Grove Addition, as recorded in Plat Liber 4, Page 21, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Robinson Place Street and McFadden Street, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Westerly Line of Stevenson Street, so-called, which is S 41°04'05" E 257.19 feet from the intersection of said Westerly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Westerly, along said Southerly Bank, S 59°21'35" W 98.48 feet AND S 42°39'38" W 104.4 feet AND S 59°21'35" W 412.66 feet AND S 40°55'29" W 79.06 feet AND S 30°25'01" W 50.16 feet AND S 20°32'57" W 94.23 feet AND S 03°06'40" W 331.01 feet AND N 81°35'08" W 18.08 feet AND S 03°06'40" W 41.75 feet AND S 08°24'52" W 83.83 feet AND S 81°35'08" E 15 feet AND S 08°24'52" W 85.02 feet AND S 31°25' W 187.98 feet AND S 51°23'05" W 68.90 feet AND N 38°36'55" W 15 feet AND S 51°23'05" W 259.5 feet AND S 59°24'07" W 486.09 feet to the Easterly Line of Chevrolet Avenue, so-called; thence Southerly, along said Easterly Line, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 58°05'06" E 146.50 feet AND S 31°54'54" E 6.0 feet AND N 58°05'06" E 288 feet AND N 79°40'49" E 51.62 feet AND N 58°05'06" E 209.30 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 55°36'48" E 5.61 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 48°07'48" E 376.20 feet AND on a curve to the left, having a radius of 789.74 feet, with a chord bearing and distance of N 31°46'35" E 79.73 feet AND on a curve to the left, having a radius of 1687.59 feet, with a chord bearing and distance of N 25°40'04" E 189.30 feet AND N 04°52'22" E 69.17 feet to the Southerly Line of Kearsley Street, so-called; thence continuing Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Stevenson Street; thence Northerly, along said Westerly Line, to the place of beginning.



**Parcel 3:**

A parcel bounded on the West by Chevrolet Avenue, on the North by Grand Trunk Western Railroad, on the East by Asylum Street, and on the South by Glenwood Avenue.

Part of Lots 7 through 13, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 1 through 6, 11, and 12, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 0, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also including part of vacated Kearsley Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Northerly Line of Glenwood Avenue, so-called, which is S 52°15'02" W 152.22 feet from the Southeasterly Corner of Lot 13, Block 1, of said West Flint; thence on a curve to the right, having a radius of 25.00 feet, a central angle of 93°51'00", with a chord bearing and distance of N 80°49'28" W 36.52 feet to the Easterly Line of Chevrolet Avenue, so-called; thence N 33°53'58" W, along said Easterly Line, 157.69 feet to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 56°42'17" E 65.30 feet AND N 75°09'53" E 29.69 feet AND N 65°56'06" E 67.60 feet AND N 61°42'38" E 60.43 feet AND N 60°54'10" E 299.93 feet AND N 61°15'50" E 207.57 feet AND N 55°56'48" E 48.28 feet AND N 50°01'12" E 109.47 feet AND N 45°11'08" E 88.57 feet AND N 42°33'04" E 125.24 feet AND N 31°13'59" E 137.79 feet AND N 25°57'55" E 194.92 feet AND N 17°49'59" W 19.47 feet AND N 30°01'49" E 65.80 feet AND N 31°11'43" W 25.86 feet AND N 30°55'47" E 17.96 feet to the Southerly Line of Kearsley Street, so-called; thence continuing along said Railroad Right-of-Way to the Westerly Line of Asylum Street, so-called, extended Northerly; thence S 31°43'45" E, along said Westerly Line of Asylum Street and Line extended, to a point being 80 feet Northerly from the intersection of said Westerly Line with the Northerly Line of said Glenwood Avenue; thence S 60°15' W 80 feet; thence S 36°06'10" E 22.56 feet; thence S 60°15' W 90.26 feet; thence S 29°24'18" E 20 feet; thence S 60°15' W 50 feet to the Westerly Line of Lot 7, Block 1 of said West Flint; thence Southerly, along said Westerly Line, to the said Northerly Line of Glenwood Avenue; thence Westerly, along said Northerly Line, to the place of beginning.

<b><u>Commonly known as</u></b>	<b><u>Parcel</u></b>	<b><u>Tax I.D. Number shown on 1999 Quit Claim Deed</u></b>	<b><u>Current Parcel Number</u></b>
300 N. Chevrolet Avenue	1	10-13-301-005-8	4013301005
306 S. Stevenson St.	2	10-13-176-002-5	4013176002
Glenwood Ave.	3	10-13-326-005-4	4013326005

Parcel 4:

A parcel bounded on the West by Stevenson Street, on the North and East by the Flint River and on the South by Grand Trunk Western Railroad.

Part of Lots 1 through 5, Block 1 and Lots 1 through 14, Block 2, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Block C, McFarlan and Co.'s Cottage Grove Addition, as recorded in Deed Liber 79, Page 0, and transcribed in Plat Liber 18, Page 13, Genesee County, Michigan Records; also part of Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records; also including part of vacated Stewart Street, Whaley Street, and Mill Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Easterly Line of Stevenson Street, so-called, which is S 40°38'13" E 257.97 feet from the intersection of said Easterly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Easterly, along said Southerly Bank, N 59°21'35" E 147.73 feet AND N 89°46'17" E 59.26 feet AND N 47°23'01" E 168.67 feet AND N 15°46'06" E 55.23 feet AND N 14°11'26" E 122.46 feet AND N 38°11'30" E 118.10 feet AND N 58°07'18" E 124.97 feet AND S 85°19'47" E 14.20 feet AND N 08°19'03" W to the Southerly Edge of the Flint River; thence Easterly and Southerly, along the said Southerly Edge of the Flint River, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Westerly, along said Railroad Right-of-Way, to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the place of beginning.

Parcel 5:

A parcel bounded on the West by Stevenson Street, on the North by Grand Trunk Western Railroad, on the East by Thread Creek, and on the South by Kearsley Street.

Part of Lots 6 through 15, Block 1 and Lot 1 and Lots 3 through 10, Block 4 and Lots 1 through 10, Block 5 and Lots 1 through 6, Block 6 and Lots 1 through 6, Block 7 and including part of vacated streets and alleys in and between the said Blocks, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Northerly Line of Kearsley Street, so-called, which is N 60°51' E 128.50 feet from the intersection of said Northerly Line with the Easterly Line of Stevenson Street, so-called, also being the Southwesterly Corner of Block 7, of said McFarlan's Addition to West Flint; thence S 67°41'34" W 62.95 feet; thence S 60°51' W 29.70 feet; thence on a curve to the right, having a radius of 20 feet, a central angle of 89°35', having a chord bearing and distance of N 74°21'30" W 28.18 feet; thence N 29°34' W 69.76 feet; thence N 36°24'34" W 138.49 feet to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way, being 10.7 feet Northerly of the Southwesterly Corner of Lot 4, Block 4, of said McFarlan's Addition to West Flint; thence Easterly, along said Southerly Line of the Grand Trunk Western Railroad Right-of-Way, to a

point on the Easterly Line of vacated Whaley Street, so-called, which is 25 feet Northerly of the Southwesterly Corner of Lot 6, Block 1, of said McFarlan's Addition to West Flint; thence continuing Easterly, along said Railroad Right-of-Way, to a point being 66.41 feet Westerly of the intersection of said Railroad Right-of-Way with the Easterly line of Island Street, so-called, also being at the Easterly Bank of Thread Creek; thence Southerly, along said Easterly Bank, S 05°30'50" E 55.99 feet AND S 05°30'51" W 15.76 feet AND S 02°13'35" W 77.91 feet AND S 08°08'40" E 175.00 feet AND on a curve to the left, having a radius of 121.81 feet, with a chord bearing and distance of S 21°58'48" E 58.26 feet AND S 35°48'55" E 111.08 feet to the said Northerly Line of Kearsley Street, being S 58°13'55" W 116.05 feet AND S 60°16'59" W 115.86 feet from the intersection of said Northerly Line of Kearsley Street with the Westerly Line of said Island Street; thence Westerly, along said Northerly Line of Kearsley Street, to the place of beginning.

Parcel 4: Commonly known as: 307 S. Stevenson St.  
Tax I.D. Number: 00-13-251-004-9 or 4013251004

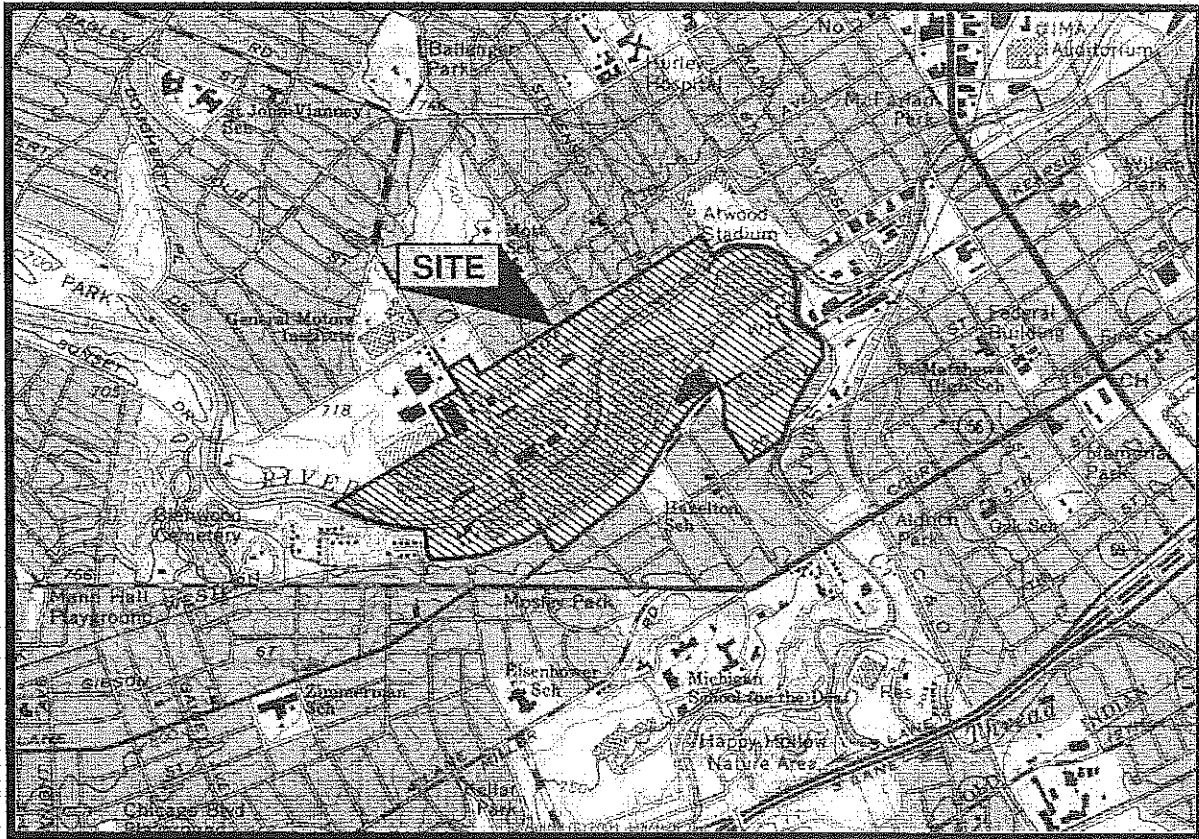
Parcel 5: Commonly known as: 300 N. Chevrolet Avenue  
Tax I.D. Number: 10-13-251-011 or 4013251011

## APPENDIX 3

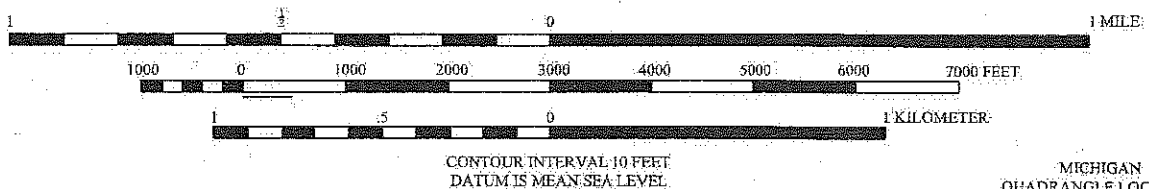
### MAP OF THE SITE



FLINT NORTH QUADRANGLE  
MICHIGAN - GENESEE COUNTY  
7.5 MINUTE SERIES (TOPOGRAPHIC)

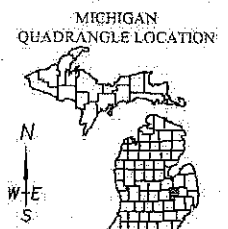


T.7N. - R.6E.



SITE MAP BASED ON 1983 PART A PERMIT APPLICATION  
NOTE THAT LARGER SITE DEPICTED IN 1991 EPA  
PRELIMINARY ASSESSMENT REPORT

IMAGE TAKEN FROM 1969 U.S.G.S. TOPOGRAPHIC MAP  
PHOTOREVISED 1975



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**SITE MAP**  
DELPHI FLINT WEST SITE  
EPA ID # M1D005356654  
300 NORTH CHEVROLET AVENUE  
FLINT, MICHIGAN  
PROJECT NUMBER: 61638

DRAWN BY: JWB  
DATE: 03-15-10

FIGURE I



## **APPENDIX 4**

### **MAP OF THE GREEN CORRIDOR**

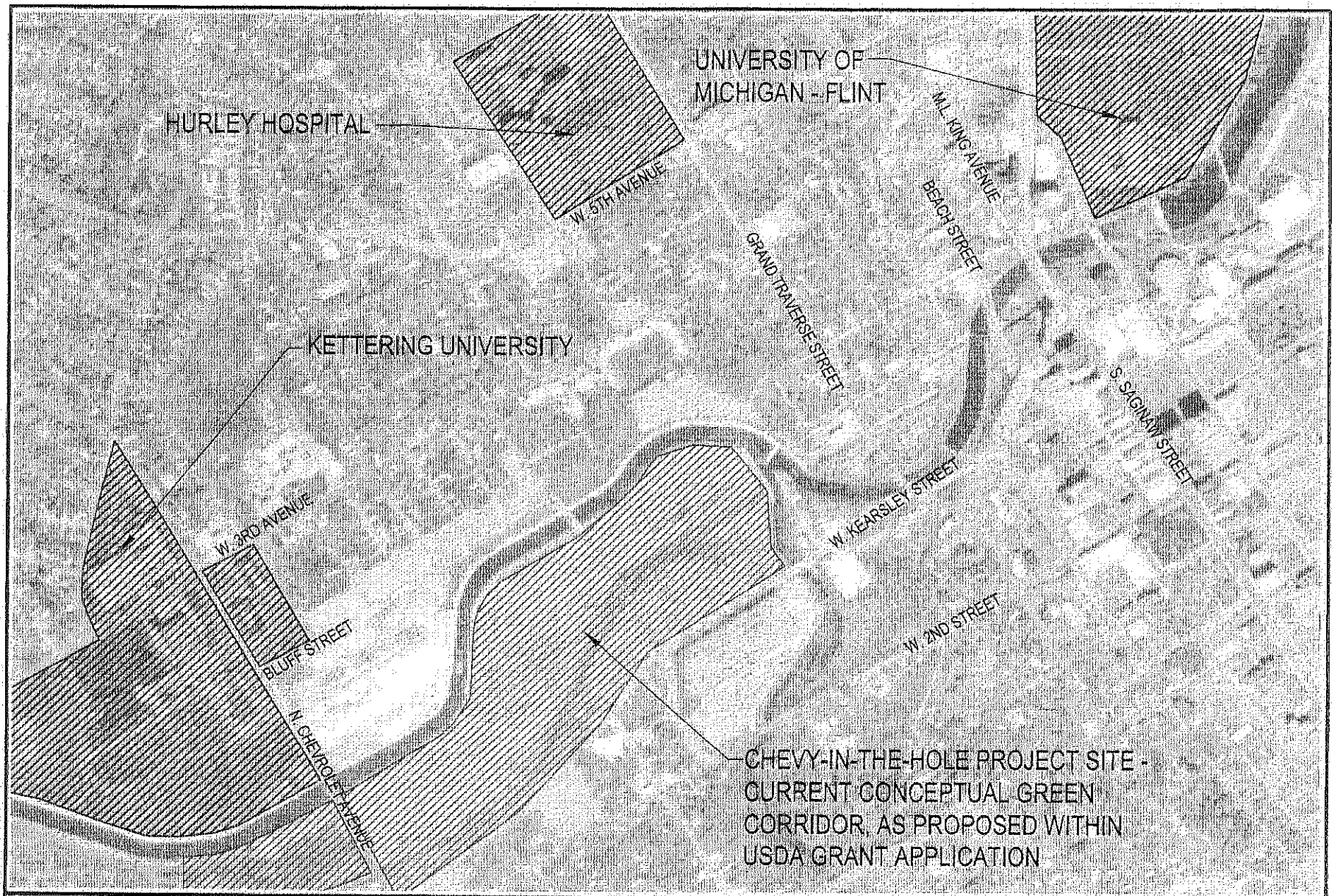


FIGURE 1: PROPOSED GREEN CORRIDOR LOCATION

MARCH 2011

Flint, Michigan

APPENDIX 4

SCALE: 1" = 800' @ 8.5x11  
0 400 800

## **APPENDIX 5**

### **WORK PLAN**

## APPENDIX 5 WORK PLAN

### **Task 1 - Existing Data Summary/Organization**

Known and available physical, chemical, biological, and geochemical data will be reviewed, compiled into a database, and synthesized into a conceptual site exposure model (CSEM) as presented later in Task 4. Existing contaminant data were compared to current relevant State of Michigan Department of Environmental Quality's (MDEQ's) generic cleanup criteria (GCC) established under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Public Act 451, 1994, as amended (Part 201). The results to date with regard to contaminants in groundwater and soil versus generic non-residential Part 201 criteria are summarized graphically on Figures 5-1, 5-2, 5-3, and 5-4. This task remains ongoing, until Task 2 is completed, as more historical data is discovered and as data gaps are identified and correspondingly resolved.

In addition known and available relevant physical and hydrogeologic data, particularly data associated with existing wells and their past sampling events, was assembled, reviewed and summarized. Figure 5-5 presents the most recent known groundwater potentiometric surface contours.

### **Task 2 – Phase I Environmental Site Assessment**

In September 2009 a Phase I Environmental Site Assessment (ESA) was completed at the subject property. According to the American Society for Testing and Materials (ASTM) 1527-05 standard the following components of the ESA must be updated within 180 days prior to the date of acquisition of the Property:

- Interviews with owners, operators, and occupants;
- Searches for recorded environmental cleanup liens;
- Reviews of federal, tribal, state, and local government records;
- Visual inspections of the property and of adjoining properties; and
- The declaration by the environmental professional responsible for the assessment or update.

A new ESA will be prepared for the Property. The ESA is based on the scope and limitations of ASTM Standard Practice For Environmental Site Assessments, E-1527, which outlines good commercial and customary practice for conducting an ESA and establishing "due-diligence" and conducting AAI.

In accordance with ASTM standard practice E-1527, the ESA will include at least the following tasks:

- A property inspection to assess and evaluate existing environmental risks and liabilities associated with the property, including a review of: (1) general activities occurring at the property, (2) existing property conditions, and (3) adjoining properties.
- A review of federal, state, and local database records to identify sites of environmental concern. These database records include, but are not limited to, the following: (1) National Priorities List (NPL), (2) Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS), (3) Resource Conservation and Recovery Act (RCRA) - Hazardous Waste Data Management System, (4) State

Hazard Waste Sites (SHWS), (5) Solid Waste Facilities/Landfill Sites (SWF/LS), and (6) Leaking Underground Storage Tank Incident reports (LUST).

- A review of readily available inventories and records of known or suspected sites of environmental impairment maintained by federal, state and local regulatory authorities, including records of compliance, as appropriate.
- A review of readily available underground storage tank (UST) and aboveground storage tank (AST) registration records, and LUST records maintained by state and local regulatory authorities.
- The consideration of adjoining property use and activity.
- A review of available environmental information and reports regarding the Property.
- Interviews with persons who are familiar with past or present uses, activities, and environmental concerns at the Property (including regulatory agencies).

The ESA will discuss: (1) the potential for contamination of soil, surface water, and groundwater at the Property, (2) the possible presence of underground or aboveground storage tank systems at the Property, (3) the possible presence of polychlorinated biphenyl (PCB) sources at the Property, (4) the proximity of the Property to known and/or suspected sites of environmental concern, and (5) the historical uses of the Property.

The ESA written report will document the data and information gathered during the ESA. The report will include: (1) a description of the Property and contiguous properties, (2) a summary of the environmental records review, (3) a description of the historical use of the Property, (4) Property inspection results, and (5) a review of potential off-site sources of environmental concern. The ESA will address the recognized environmental conditions associated with the Property, if any.

The report will provide specific conclusions regarding the environmental status of the Property. The conclusions will reflect the best professional judgment of the environmental professional and will be based upon the conditions observed and information made available at the time of the assessment.

The ESA will not include a review of wetlands, asbestos, or lead-based paint. However, it will not ignore any obvious environmental concerns regarding these issues. The ESA includes investigating the past uses of the Property and adjoining properties, but does not include investigating past uses of nearby properties.

### **Task 3 – Baseline Environmental Assessment**

As the Property is identified as a *facility* (as defined in Part 201), a Baseline Environmental Assessment (BEA) will be completed. A BEA, as defined by Part 201 is completed for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) for a new owner or operator of property that is a facility.

The BEA will be based on the following:

- Existing Data Summary/Organization
- Results of the ESA
- Results of the recent existing Phase II investigations of the Property

#### **Task 4 - Exposure Pathways and Receptors Analysis**

Following a template outlined by the American Society of Testing and Materials (ASTM, E1739-95), and in a manner consistent with Part 201, an Exposure Pathways and Receptors Analysis will be completed regarding the known site conditions, restrictions and intended use of the Property. This is the CSEM. The exposure pathways and receptors analysis will be based on the data assembled during the Existing Summary/Data Organization Task (Task 1). The current pathways and receptors analysis is summarized in Figure 5-6. This figure represents a synthesis of known data from Task 1 based on proposed future site use conditions. Figure 5-6 considers future land use as greenspace and also relates proposed risk removal or isolation elements to the pathways that they would help eliminate. This CSEM will continue to be updated and modified as further data and information becomes available until Task 2 is completed.

#### **Task 5 – Due Care Plan Document**

A Due Care Plan will be prepared in accordance with the requirements of Part 201. The purpose of the Due Care Plan is to document the manner whereby the City satisfies these obligations and ensures that land use will be consistent with the exposures. The CSEM provides the framework for the Due Care Plan. The Due Care Plan will be updated as required during the term of the Prospective Purchase Agreement (PPA).

The Due Care Plan will be based, in part, on the following:

- Existing Data Summary/Organization
- The CSEM
- Results of the existing Phase II Property investigations
- Proposed Future Use of the Property by the City

The following discussion is organized by environmental media as follows:

- Surface water and Groundwater
- Soil, and
- Source Control

#### **Surface Water and Groundwater**

Surface water related pathways are related to an ecological receptor and not a part of a due care analysis or due care obligations. Based on the CSEM, the sole use restriction required to address groundwater is the prohibition of the use of groundwater as drinking water, which is not a significant encumbrance on the site as municipal water is supplied throughout the area. A restrictive covenant which prohibits the use of groundwater as drinking water will be recorded by the City.

Although not obligated to perform an active remedy for the groundwater, the City recognizes that the understanding of the groundwater/surface water interface (GSI) is key to the future reuse of the site and the facilitation of the Army Corps of Engineers (ACOE) plans to soften the existing shore and potentially deconstruct the existing concrete trapezoidal river channel. Therefore, a mixing zone analysis (Task 8) and determination of site-specific GSI criteria will be performed but not as part of the due care plan.

#### **Soil**

Much of the existing contaminated soils are currently covered with generally impervious asphalt and/or concrete. Due care obligations related to soil will be satisfied using a variety of cover solutions,

phytoremediation, and a restrictive covenant. Covers include capping with clean soil, a combination of new trees and clean soil caps, and the continued use of existing impervious surfaces. The initial phase will be to green a narrow, riparian strip along the river, approximately 200 feet wide and 5,500 feet long. Upland activity will involve the planting of trees to both green the site and treat isolated areas of contaminated soil via phytoremediation. The EPA is planning the physical soil/LNAPL removal from Parcel 1.

In areas where new clean soil cover will be employed, a minimum of six inches of soil will be utilized in addition to topsoil and cover vegetation, which will comprise an approximate area of 29 acres. Clean soil for this site could include soil tested and moved from other areas of the site, clean crushed concrete, soil brought to the site from an offsite source, or a combination thereof. Walkways will also serve a cover function and will be comprised of materials such as asphalt, crushed concrete, and wood chips; it is anticipated that walkways will comprise an approximate area of 2 acres.

In all cases where the daylighting of soils, soil capping or other alternatives are employed, an assessment will be completed to ensure that existing contaminant exposures and exposure pathways are not exacerbated and are mitigated as needed for due care consistent with the CSEM.

As referenced in Task 4, future land use is based on the implementation of several risk reduction elements as depicted in Figure 5-6. With regard to soils, these risk reduction elements or due care actions are conceptually summarized as follows:

- A restrictive covenant will be recorded for all of the parcels. Among the key restrictions will be:
  - o Subsurface earthwork in areas of contamination will be performed in accordance with a site-specific Health and Safety Plan (HASP) and the Due Care Plan, and
- Contaminated soils or exposures to contaminated soils will be managed via:
  - o Retainage of the existing cap/cover as appropriate,
  - o Placement of soil cover over the existing cap/cover as appropriate for the facilitation of phytoremediation (per a USDA Forest Service Grant for phytoremediation),
  - o Fortuitous remediation via mechanisms such as phytoremediation and attenuation, and
  - o Physical removal via the US EPA plans to mitigate soils impacted with light non-aqueous phase liquid (LNAPL) on Parcel 1.

If, in the course of performing the work in this work plan, the City encounters or discovers an environmental condition onsite that presents an imminent and substantial danger to human health or the environment, the City will notify EPA of the discovery of this condition.

#### **Source Control**

Given the current and proposed future land use for the site, source control measures for shallow soil and aqueous phase sources include the following:

- Placing new clean soil cover above existing contaminated locations as appropriate (estimated at approximately 29 acres, see Figure 1 of Appendix 4),
- Retainage of existing cap/cover above existing contaminated locations as appropriate (estimated at 31 acres, see Figure 1 of Appendix 4),
- Physical removal, e.g. EPA LNAPL emergency response (estimated at 5-10 acres), and



- Limited reduction and removal of contaminants from the shallow soils, groundwater, and surface runoff via phytoremediation (estimated at approximately 12-29 acres, see Figure 1 of Appendix 4).

The use of trees and other vegetative species for the phytoremediation of contaminants in soils and shallow groundwater and the management of surface runoff is consistent with the City's (and the ACOE's) vision of the site as a continuous greenspace corridor along the riverfront (grant funding procured by the City from the United States Department of Agriculture — Forest Service will be used for the tree acquisition and planting). The use of phytoremediation will be preferred in locations where the existing cap/cover is no longer impervious and shallow soil contamination does not pose an exacerbation threat via leaching and mobility. Note that trees used for phytoremediation will be evaluated for contaminant uptake in leaves and woody tissue; this will include testing of existing mature trees and testing of trees planted as part of the USDA phytoremediation grant. The contract under the USDA grant will specify that the successful bidder include tissue and leaf testing as part of that project.

#### **Task 6 – Site Specific Health and Safety Plan**

Prior to conducting activities under this Work Plan on the Property that may result in exposure to hazardous substances, a HASP will be prepared for such activities. Topics required by 29 CFR Part 1910, Section .120(b)(4) and in 29 CFR Part 1926, Section .65 (b)(4) shall be addressed in the HASP. Where the use of a specific topic is not applicable to the project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic. The HASP will address the following as applicable to the activities and the Property:

- A. Property description and contamination characterization
- B. Hazard/Risk analysis
- C. Staff organization, qualifications, and responsibilities
- D. Training
- E. Personal protective equipment
- F. Medical surveillance
- G. Exposure monitoring/air sampling program
- H. Heat and cold stress monitoring
- I. Safety procedures, engineering, controls, and work practices
- J. Property control measures
- K. Personal hygiene and decontamination
- L. Equipment decontamination
- M. Emergency equipment and first aid requirements
- N. Emergency response and contingency
- O. Certificate of worker/visitor acknowledgment
- P. Inspection
- Q. Safety and health phase-out report

#### **Task 7 – Notice of Migration of Contamination**

to the extent required by Part 201, the City will prepare and distribute a Notice of Migration of Contamination.

#### **Task 8 - Mixing Zone Analysis**

The existing hydrogeologic information for the Property will be evaluated, and a mixing zone analysis will be prepared, subject to the limitations noted below and subject to the availability of existing data. The following subtasks will be performed:

- Well Inventory – visually inspect and note the integrity of the existing well network on the Property.
- Data Gaps Identification – identifying data gaps required to adequately perform mixing zone analysis, e.g., groundwater quality or water level gaps along GSI frontage not covered by the existing well network.
- Data Gaps Investigation – address identified data gaps with the installation of temporary and/or permanent monitor wells and associated water level surveying and/or groundwater quality determination(s).
- Seasonal Monitoring – over the course of nine months, collect water level, groundwater quality, and hydraulic data necessary to perform the mixing zone analysis.
- Mixing Zone Analysis – perform an analysis and complete an application for submission to the MDEQ for a mixing zone and develop a sensitivity analysis with regard to future perturbations to the hydrogeologic setting of the site, i.e., naturalization of the river/land surface. The Mixing Zone Analysis will be performed for the relevant contaminants of concern.

Existing potentiometric surface contours for a previous groundwater monitoring event are depicted for Parcel 2 on Figure 5-5. The mixing zone analysis will be used to develop GSI criteria for the relevant contaminants. Although the GSI is not a relevant pathway in due care analyses, the City is including the mixing zone analysis in this scope of work to facilitate the ACOE plans to soften the shore and/or ultimately deconstruct the concrete trapezoidal river channel which will enhance the greenspace corridor.

#### **Task 9 - Groundwater Monitoring**

Volatile organic compounds, metals, and inorganics exist throughout the Property. With regard to the CSEM, several processes are believed to be occurring at the Property:

- Natural attenuation, e.g., degradation of hydrocarbons via naturally occurring processes.
- Anthropogenic-related attenuation, e.g., degradation (partial or complete) of chlorinated ethenes due to the presence of petroleum-related hydrocarbons (toluene) as a carbon source.
- Abiotic redox processes, e.g., favorable speciation of metals (due to redox conditions) with respect to mobility and toxicity. An example of this phenomenon is observed in the occurrence of less mobile, less soluble trivalent chromium versus more toxic, more mobile hexavalent chromium, respectively, in various environmental media across the site, as a likely result of anaerobic, reducing conditions.

The objective of Task 9 will be to further quantify the groundwater, both spatially and mechanistically, and to maintain conditions favorable to attenuation. The following subtasks will be performed for the Property:

- Data Gaps Identification – identify data gaps in MNA analysis/demonstration, e.g., groundwater quality, contaminant species, groundwater geochemistry.

- Data Gaps Investigation – address identified data gaps with the installation of temporary and/or permanent monitor wells and associated sampling and analyses.
- Temporal Monitoring and Analysis – over the course of twelve months collect and analyze data necessary to determine if significant MNA processes are occurring, and integrate this synthesis into the CSEM.

New data to be generated from this work will include the presentation of a more spatially dense distribution of contaminants (e.g., VOCs, metals, and inorganics), redox indicators (e.g., dissolved gases methane, ethene and ethane), and biological indicator parameters such as nitrate-nitrite, sulfate, chemical oxygen demand (COD), dissolved oxygen (DO) and oxidation reduction potential (ORP). In addition, where appropriate, speciation of specific contaminants, e.g. chromium, will be performed.

Spatial and temporal monitoring will occur under this task in two phases within the two-year period after the effective date of the PPA. A total of 30 monitor wells (20 existing and 10 newly installed) will be included in this two-phase program, with parameters and frequency for each location based on its monitoring function and its relative location with respect to the contaminants of concern.

The second phase shall be performed after the U.S. EPA completes its work at Parcel A if sufficient time remains between the completion of such U.S. EPA work and such two-year period. If there is not sufficient time, then the second phase will be implemented to gather groundwater data as practicable within the scope of this Task 9.

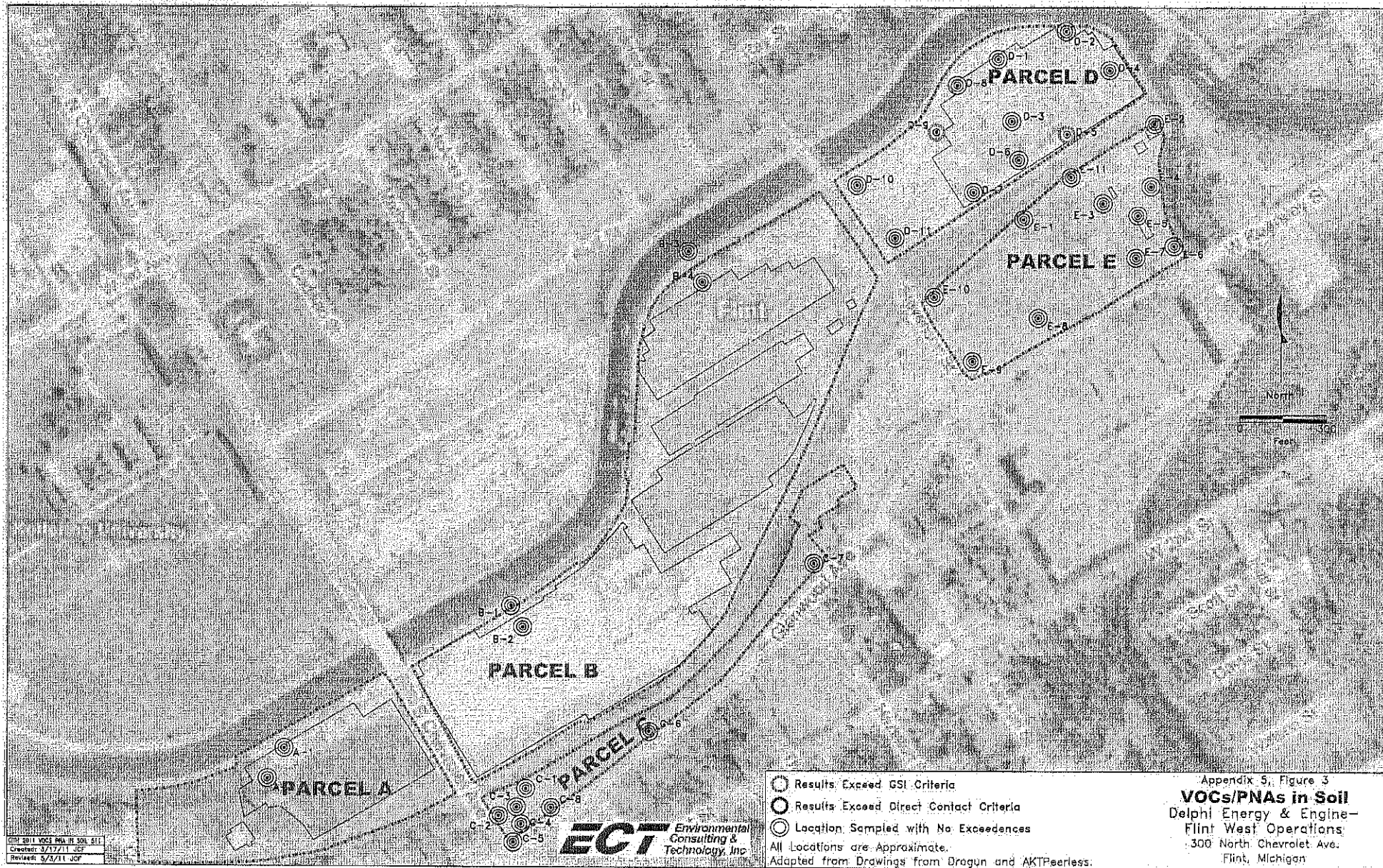
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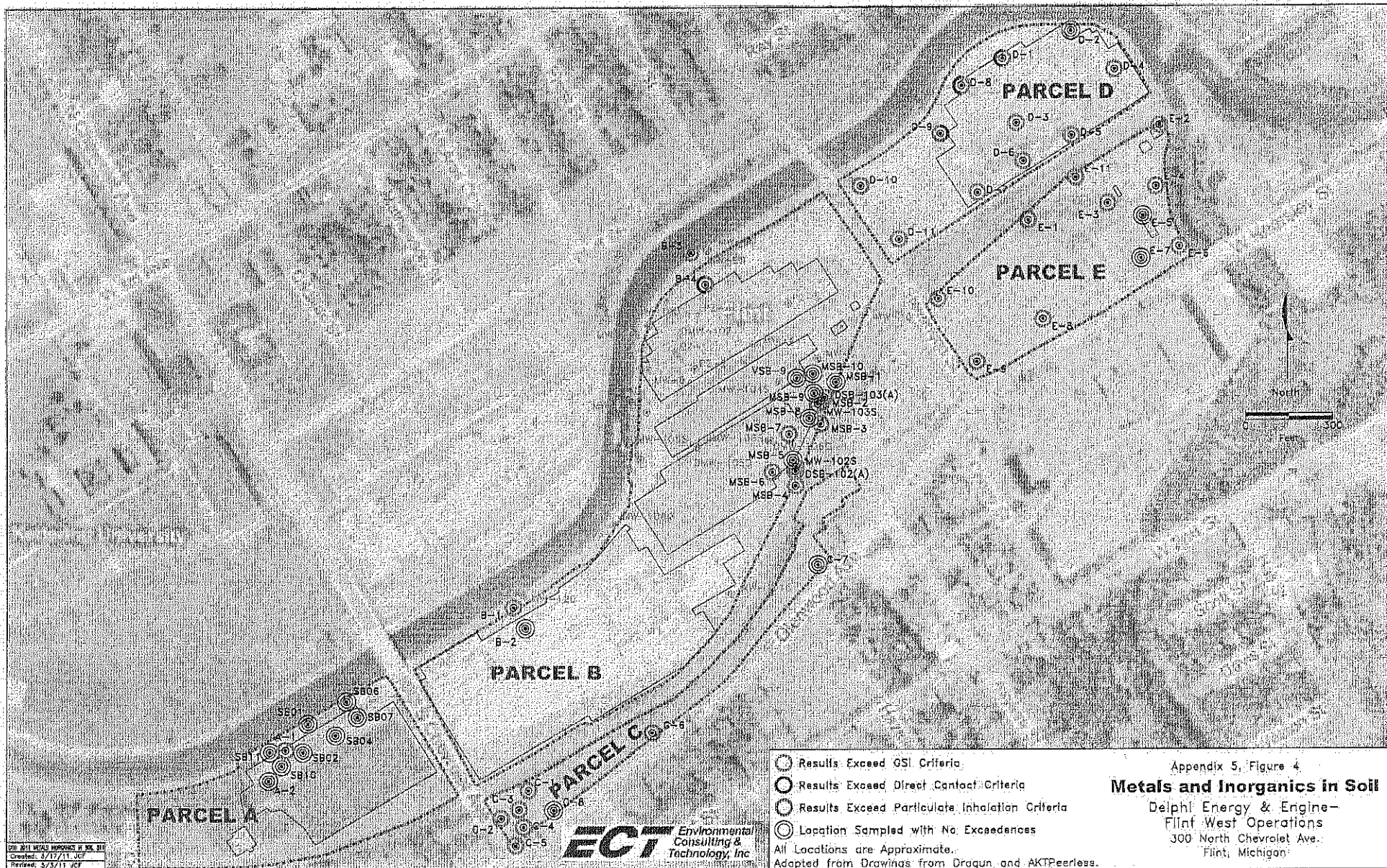








0101 2011 VOCs PNA in Soil 011  
Created: 3/17/11 JCF  
Revised: 3/2/11 JCF

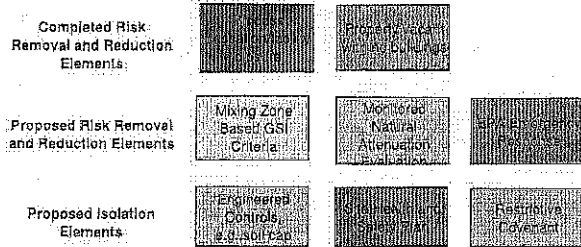
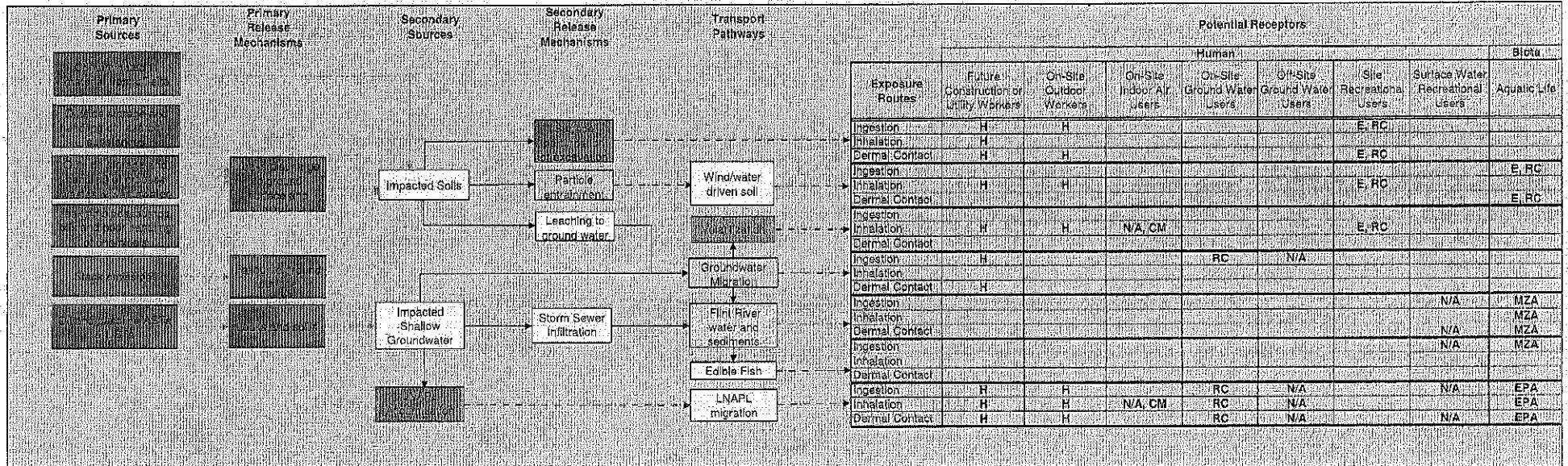






Appendix 5, FIGURE 6

**Pathways and Receptors Analysis**  
**RISK REMOVAL AND REDUCTION ACTIONS - FUTURE LAND USE AS GREEN CORRIDOR, WALKWAYS, OPEN SPACE AND RECREATION**  
**Chevy-in-the-Hole Flint, Michigan**



Eliminated Pathway ----->

Projected Pathway Elimination - - - - ->

H= Manageable by Site Health and Safety Plan  
 N/A= Non applicable  
 CM= Criteria Met  
 RC= Restrictive Covenant  
 E= Manageable by Engineering Controls  
 MZA= likely that criteria met via Mixing Zone Analysis and site specific criteria  
 EPA= LNAPL removal by EPA Emergency Response

**CHEVY IN THE HOLE**  
**PPA WORK PLAN SCHEDULE**  
**APPENDIX 5**

<b>Task</b>	<b>Start Date (Days after Effective Date of PPA)</b>	<b>Estimated Time to Complete (Days)</b>
Existing data summary/organization	15	120
Phase I environmental site assessment	15	60
Baseline environmental assessment	Upon completion of the Phase I ESA	60
Exposure Pathways and Receptors Analysis	15	60
Due Care Plan Document	Upon completion of the BEA	90
Site Specific Health and Safety Plan	15	45
Notice of Migration of Contamination	Upon acquisition of title to the property	45
Mixing Zone Analysis	15	360
Groundwater Monitoring	15	720

**APPENDIX 6**

**DECLARATION OF RESTRICTIVE COVENANT**

## **DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant has been recorded with the Genesee County Register of Deeds for the purpose of protecting public health, safety and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located in the City of Flint, Michigan, with common addresses known as 300 North Chevrolet Avenue, 306 South Stevenson, Glenwood Avenue, 307 South Stevenson, and another parcel referred to as 300 North Chevrolet Avenue, all of which are legally described in Exhibit No. 1 attached hereto ("Property").

Response activities will be implemented under an Agreement, Order on Consent and Covenant Not Sue between the City of Flint and the United States Environmental Protection Agency to address environmental contamination at the Property. The adequacy of the response activities to be implemented will not be subject to a facility-specific review by the DEQ nor has the DEQ determined that the response activities comply with Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA").

The Property contains hazardous substances in excess of the concentration developed as the unrestricted residential criteria under Section 20120(a)(1)(a) or (17) of the NREPA.

The response activities at the Property require the recording of this Declaration of Restrictive Covenant with the Genesee County Register of Deeds. The DEQ, U.S. EPA, and the City of Flint, Michigan, may enforce the restrictions set forth in this Declaration of Restrictive Covenant by legal action in a court of competent jurisdiction.

The restrictions contained in this Declaration of Restrictive Covenant are based upon information available at the time this Declaration of Restrictive Covenant is executed and on the response activities to be implemented pursuant to the Agreement, Order on, Consent and Covenant Not To Sue The City Of Flint, MI dated \_\_\_\_\_, 2012 ("AOC"). Failure of the response activities to achieve and maintain the criteria of exposure control, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the applicable cleanup criteria; discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this

Declaration of Restrictive Covenant not being protective of public health, safety and welfare, and the environment.

**Definitions**

For purposes of this Declaration of Restrictive Covenant, the following definitions shall apply:

“DPH” means DPH-DAS LLC.

“DEQ” means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

“Dewater” means the extraction of groundwater to the extent required to enable construction to occur without the presence of water in the excavation where the construction is taking place.

“Owner” means at any given time the then-current titleholder of the Property or any portion thereof.

“U.S. EPA” means the United States Environmental Protection Agency, its successor entities and those authorized persons acting on its behalf.

All other terms used in this document are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, 2002 Michigan Register; effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of recording of this Declaration of Restrictive Covenant.

NOW THEREFORE,

1. **Declaration of Land Use or Resource Use Restrictions**

The City of Flint, Michigan, as Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictive conditions:

(a) The Property may be used for nonresidential purposes and for restrictive residential purposes. Such allowable purposes include use as a park, open space or for recreation.

(b) The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose is prohibited, except as provided below:

(i) wells and other devices constructed as part of response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with release of hazardous substances into the

environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state or federal laws or regulations.

(ii) short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state and federal laws and regulations and does not cause or result in new release, exacerbation of existing contamination, or any other violation of local, state and federal environmental laws and regulations.

(iii) The installation and use of wells for any other use of the groundwater is permitted if approved in writing by U.S. EPA.

(c) No buildings with basements shall be constructed on the Property after the effective date of this Declaration of Restrictive Covenant on the Property unless a vapor mitigation system is installed for the basement. This prohibition does not apply to underground utilities, utility corridors, utility manholes, and similar equipment and structures and also does not apply to footings, foundations, pilings and other supports for structures. EPA approval of the plans for the construction of the vapor mitigation system must be obtained prior to construction of the building.

(d) Excavation of soils on the Property shall be performed in compliance with an appropriate Health and Safety Plan and a plan for management of the excavated materials, as appropriate that has been reviewed and approved by EPA. This prohibition shall not apply if the soils to be excavated do not exceed Part 201 generic residential soil cleanup criteria.

(e) Owner shall not engage in commercial hazardous waste treatment, storage or disposal operations on the Property for hazardous wastes brought to the Property by third parties from off site. Owner shall manage wastes that Owner generates on the Property in compliance with applicable law.

(f) Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; the Administrative Rules promulgated thereunder; and all other relevant state and federal laws.

(g) The concrete slabs existing as of the effective date of this Declaration of Restrictive Covenant on Parcels 1, 2, 3 and 4 shall not be removed or penetrated through (other than minor-sized penetrations which are promptly backfilled with soil or concrete) by Owner except as follows:



(i) the slabs or portions of slabs may be removed if Owner exercises applicable due care regarding the soils exposed by the removal;

(ii) Owner may remove all or a portion of a slab to plant trees or to install other landscaping, provided Owner places and maintains appropriate clean soil/vegetative cover to replace the slab removed to the extent necessary due to the contamination of the soils exposed by the removal and the Owner properly disposes of contaminated soil excavated by Owner during the planting of trees by Owner.

(iii) Owner performs or allows to be performed work, cleanup, reconfiguration, or other improvement along the shoreline of the Flint River at the Property, and such work is performed in compliance with applicable environmental laws regarding the soils exposed by removal of the slab.

(iv) Prior EPA approval is required for the actions set forth in section (g)(i) and (ii).

2. Access

The Owner grants to the DEQ and the U.S. EPA and their designated representatives, authorized officers, employees and all other persons performing response activities under U.S. EPA oversight and/or under direction of U.S. EPA, the irrevocable right to enter and to have access to the Property at all reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, the operation of the response activities and to inspect any records relating thereto, and to perform any response actions, including reasonable actions necessary to maintain compliance with Part 201, as applicable.

3. Conveyance of Property Interest

The Owner shall provide notice to the DEQ and U.S. EPA of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. Conveyance of title, easement or other interest in the Property shall not be consummated by the Owner without adequate and complete provision or compliance with the applicable provision of Section 20116 of the NREPA. Notice required made to the DEQ under this Section shall be made to: Chief, Remediation Division, Michigan DEQ, Post Office Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Declaration of Restrictive Covenant. Copies of such notice shall be sent to U.S. EPA at the following address: Remediation and Reuse Branch, Land and Chemicals Division, United States Environmental Protection Agency, 77 West Jackson Boulevard, Mail Code LU-9J, Chicago, Illinois 60604-6945. A copy of this Declaration of Restrictive Covenant shall be provided to the transferees by the person transferring the interest.

4. *Term of Declaration of Restrictive Covenant*

This Declaration of Restrictive Covenant shall run with the Property, shall be binding on the Owner, future Owners, and their successors and assigns, lessees, easement holders, and any other authorized agent, employees, or person acting under their direction and control. This Declaration of Restrictive Covenant shall continue in effect until the U.S. EPA determines that hazardous substances at the Property no longer present an unacceptable risk to the public health, safety or welfare, or the environment, as related to the restrictions in Section 1. This Declaration of Restrictive Covenant may only be modified or rescinded with the written approval of the U.S. EPA. Section 1 of this Declaration of Restrictive Covenant may not be modified so as to remove or reduce the restrictions in Section 1 without the prior written consent of DPH. The preceding sentence shall not apply with respect to DPH upon the entry of an order by the United States Bankruptcy Court for the Southern District of New York closing the chapter 11 case of DPH (case no. 05-44481).

5. *Termination of Two Restrictive Covenants*

DPH and the Economic Development Corporation of the City of Flint ("EDC") executed and recorded two Restrictive Covenant documents, one dated August 12, 2008, and one dated December 18, 2008, that apply to Parcels No. 4 and 5 and to Parcels No. 1, 2, and 3, respectively. DPH and the EDC agree that both of those Restrictive Covenants shall continue in effect until the earlier of a) the date of written notices to the Owner from DPH and the EDC that the above-referenced Restrictive Covenants are no longer effective as of the date of the written notice, or b) the entry of an order by the United States Bankruptcy Court for the Southern District of New York closing the chapter 11 case of DPH (case no. 05-44481). Upon the occurrence of the earlier event in the preceding sentence both the August 12, 2008 and the December 18, 2008 Restrictive Covenants are terminated in their entirety as of the effective date of this Declaration of Restrictive Covenant and all restrictions and prohibitions in those two Restrictive Covenants are released and no longer apply.

6. *No Admission*

Nothing herein or in the two Restrictive Covenants referred to in Section 5 shall be construed as an admission by the City or by DPH of any liability with respect to the environmental conditions of the Property or an affirmative obligation by the City or DPH to remediate Property.

7. *Governing Law*

This Declaration of Restrictive Covenant shall be governed by, construed and enforced according to the laws of the State of Michigan.

8. Authority to Execute Declaration of Restrictive Covenant

The undersigned persons executing this Declaration of Restrictive Covenant represent and certify that they are duly authorized and have been empowered to execute and deliver this Declaration of Restrictive Covenant.

The undersigned have caused this Declaration of Restrictive Covenant to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date").

CITY OF FLINT, MICHIGAN

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) s:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ of the City of Flint, Michigan, a Michigan city, on behalf of the City.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

ECONOMIC DEVELOPMENT CORPORATION  
OF THE CITY OF FLINT

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) s:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2012 by \_\_\_\_\_ of the Economic Development Corporation  
of the City of Flint, on behalf of the EDC.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

DPH-DAS LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) s:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012 by \_\_\_\_\_ of DPH-DAS LLC, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and after recording mail to:  
Michael L. Robinson  
Warner Norcross & Judd LLP  
900 Fifth Third Center  
111 Lyon Street, N.W.  
Grand Rapids, Michigan 49503  
5611683-5

## **Exhibit 1**

### **Legal description of property**

**Parcel 1:**

A parcel bounded on the East by Chevrolet Avenue, on the North by Flint River, on the West by Center Street, and on the South by Grand Trunk Western Railroad.

Part of Lots 14 and 15, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 5 and 6, Peter O'Conner's Subdivision of part of Lot 1 of Thayer and Wright's Outlots, as recorded in Deed Liber 83, Page 0 and transcribed in Plat Liber 14, Page 20, Genesee County, Michigan Records; also part of Outlot 1 of Thayer and Wright's Outlots, Section 9, Smith's Reservation, as recorded in Deed Liber 25, Page 639, and transcribed in Plat Liber 6, Page 12, Genesee County, Michigan Records; also part of Lots 13 through 17, Block 2 and Lots 18 through 21, Block 3, all in Thurber's Addition to West Flint, as recorded in Deed Liber 68, Page 616, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Garden Street, Pershing Street, and Joyner Street, City of Flint, Genesee County, Michigan described as follows: Commencing at the intersection of the Southerly Line of Hasselbring Street, so-called, with the Westerly Line of Chevrolet Avenue, so-called; thence Southerly, along said Westerly Line of Chevrolet Avenue, S 31°30'53" E 398.51 feet AND S 61°01'48" E 26.74 feet AND S 31°06'17" E 227.89 feet to the place of beginning, being the intersection of the said Westerly Line with the Northerly Face of an existing retaining Wall at the Southerly Bank of the Flint River; thence S 83°25'21" W, along said Northerly Face, 27.47 feet to an angle point in said Wall; thence continuing along said Northerly Face, S 59°46'45" W 584.07 feet to an angle point in said Wall; thence S 09°58'57" E, along the Westerly Face of said Wall, 31.72 feet to the Southerly Face of an existing Retaining Wall; thence along said Southern Face, on a curve to the right, having a radius of 661.26 feet, an arc length of 256.41, with a chord bearing and distance of S 72°28'20" W 254.81 feet AND S 83°34'53" W 90.0 feet to the Easterly Line of Center Street, so-called; thence Southerly along the said Easterly Line to a point being S 00°48'30" E 19.19 feet from the intersection of the said Easterly Line of Center Street with the Centerline of Joyner Street, so-called; thence N 87°22' E 128.16 feet; thence on a curve to the left, having a radius of 15,416.74 feet, with a chord bearing and distance of N 86°47'30" E 304.96 feet to the intersection of the Easterly Line of Pershing Street, so-called, with the said Centerline of Joyner Street extended Easterly; thence Southerly, along the said Easterly Line of Pershing Street, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Chevrolet Avenue; thence Northerly, along said Westerly Line, to the place of beginning.



Parcel 2:

A parcel bounded on the East by Stevenson Street, on the North by Flint River, on the West by Chevrolet Avenue, and on the South by Grand Trunk Western Railroad.

Part of Lots 7 through 14, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6,, Page 6, Genesee County, Michigan Records; also part of Lots 11 through 26, Robinson Place, as recorded in Plat Liber 1, Page 28, Genesee County, Michigan Records; also part of Lots 1 through 6, Block 3, McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Lots 6 through 11, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 9, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also part of Bang's Replat of part of Blocks 6 and 8, McFarlan and Co.'s Cottage Grove Addition, as recorded in Plat Liber 4, Page 21, Genesee County, Michigan Records; also including part of vacated Kearsley Street, Robinson Place Street and McFadden Street, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Westerly Line of Stevenson Street, so-called, which is S 41°04'05" E 257.19 feet from the intersection of said Westerly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Westerly, along said Southerly Bank, S 59°21'35" W 98.48 feet AND S 42°39'38" W 104.4 feet AND S 59°21'35" W 412.66 feet AND S 40°55'29" W 79.06 feet AND S 30°25'01" W 50.16 feet AND S 20°32'57" W 94.23 feet AND S 03°06'40" W 331.01 feet AND N 81°35'08" W 18.08 feet AND S 03°06'40" W 41.75 feet AND S 08°24'52" W 83.83 feet AND S 81°35'08" E 15 feet AND S 08°24'52" W 85.02 feet AND S 31°25' W 187.98 feet AND S 51°23'05" W 68.90 feet AND N 38°36'55" W 15 feet AND S 51°23'05" W 259.5 feet AND S 59°24'07" W 486.09 feet to the Easterly Line of Chevrolet Avenue, so-called; thence Southerly, along said Easterly Line, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 58°05'06" E 146.50 feet AND S 31°54'54" E 6.0 feet AND N 58°05'06" E 288 feet AND N 79°40'49" E 51.62 feet AND N 58°05'06" E 209.30 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 55°36'48" E 5.61 feet AND on a curve to the left, having a radius of 1465.70 feet, with a chord bearing and distance of N 48°07'48" E 376.20 feet AND on a curve to the left, having a radius of 789.74 feet, with a chord bearing and distance of N 31°46'35" E 79.73 feet AND on a curve to the left, having a radius of 1687.59 feet, with a chord bearing and distance of N 25°40'04" E 189.30 feet AND N 04°52'22" E 69.17 feet to the Southerly Line of Kearsley Street, so-called; thence continuing Easterly, along said Railroad Right-of-Way, to the Westerly Line of said Stevenson Street; thence Northerly, along said Westerly Line, to the place of beginning.

**Parcel 3:**

A parcel bounded on the West by Chevrolet Avenue, on the North by Grand Trunk Western Railroad, on the East by Asylum Street, and on the South by Glenwood Avenue.

Part of Lots 7 through 13, Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Lots 1 through 6, 11, and 12, Ephraim S. Williams Subdivision, as recorded in Deed Liber 84, Page 0, and transcribed in Plat Liber 14, Page 32, Genesee County, Michigan Records; also including part of vacated Kearsley Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Northerly Line of Glenwood Avenue, so-called, which is S 52°15'02" W 152.22 feet from the Southeasterly Corner of Lot 13, Block 1, of said West Flint; thence on a curve to the right, having a radius of 25.00 feet, a central angle of 93°51'00", with a chord bearing and distance of N 80°49'28" W 36.52 feet to the Easterly Line of Chevrolet Avenue, so-called; thence N 33°53'58" W, along said Easterly Line, 157.69 feet to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Easterly, along said Railroad Right-of-Way, N 56°42'17" E 65.30 feet AND N 75°09'53" E 29.69 feet AND N 65°56'06" E 67.60 feet AND N 61°42'38" E 60.43 feet AND N 60°54'10" E 299.93 feet AND N 61°15'50" E 207.57 feet AND N 55°56'48" E 48.28 feet AND N 50°01'12" E 109.47 feet AND N 45°11'08" E 88.57 feet AND N 42°33'04" E 125.24 feet AND N 31°13'59" E 137.79 feet AND N 25°57'55" E 194.92 feet AND N 17°49'59" W 19.47 feet AND N 30°01'49" E 65.80 feet AND N 31°11'43" W 25.86 feet AND N 30°55'47" E 17.98 feet to the Southerly Line of Kearsley Street, so-called; thence continuing along said Railroad Right-of-Way to the Westerly Line of Asylum Street, so-called, extended Northerly; thence S 31°43'45" E, along said Westerly Line of Asylum Street and Line extended, to a point being 80 feet Northerly from the intersection of said Westerly Line with the Northerly Line of said Glenwood Avenue; thence S 60°15' W 80 feet; thence S 36°06'10" E 22.58 feet; thence S 60°15' W 90.26 feet; thence S 29°24'18" E 20 feet; thence S 60°15' W 50 feet to the Westerly Line of Lot 7, Block 1 of said West Flint; thence Southerly, along said Westerly Line, to the said Northerly Line of Glenwood Avenue; thence Westerly, along said Northerly Line, to the place of beginning.

<u>Commonly known as</u>	<u>Parcel</u>	<u>Tax I.D. Number shown on 1999 Quit Claim Deed</u>	<u>Current Parcel Number</u>
300 N. Chevrolet Avenue	1	10-13-301-005-8	4013301005
306 S. Stevenson St.	2	10-13-176-002-5	4013176002
Glenwood Ave.	3	10-13-326-005-4	4013326005

Parcel 4:

A parcel bounded on the West by Stevenson Street, on the North and East by the Flint River and on the South by Grand Trunk Western Railroad.

Part of Lots 1 through 5, Block 1 and Lots 1 through 14, Block 2, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Block C, McFarlan and Co.'s Cottage Grove Addition, as recorded in Deed Liber 79, Page 0, and transcribed in Plat Liber 18, Page 13, Genesee County, Michigan Records; also part of Block 1, West Flint, as recorded in Deed Liber 33, Page 642, and transcribed in Plat Liber 6, Page 6, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records; also including part of vacated Stewart Street, Whaley Street, and Mill Street, City of Flint, Genesee County, Michigan, described as follows: Beginning at a point on the Easterly Line of Stevenson Street, so-called, which is S 40°38'13" E 257.97 feet from the intersection of said Easterly Line with the Southerly Line of Bluff Street, so-called, being at the Southerly Bank of the Flint River; thence Easterly, along said Southerly Bank, N 59°21'35" E 147.73 feet AND N 89°46'17" E 59.26 feet AND N 47°23'01" E 168.67 feet AND N 15°46'06" E 55.23 feet AND N 14°11'26" E 122.46 feet AND N 38°11'30" E 118.10 feet AND N 58°07'18" E 124.97 feet AND S 85°19'47" E 14.20 feet AND N 08°19'03" W to the Southerly Edge of the Flint River; thence Easterly and Southerly, along the said Southerly Edge of the Flint River, to the Northerly Line of the Grand Trunk Western Railroad Right-of-Way; thence Westerly, along said Railroad Right-of-Way, to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the place of beginning.

Parcel 5:

A parcel bounded on the West by Stevenson Street, on the North by Grand Trunk Western Railroad, on the East by Thread Creek, and on the South by Kearsley Street.

Part of Lots 6 through 15, Block 1 and Lot 1 and Lots 3 through 10, Block 4 and Lots 1 through 10, Block 5 and Lots 1 through 6, Block 6 and Lots 1 through 6, Block 7 and including part of vacated streets and alleys in and between the said Blocks, all in McFarlan's Addition to West Flint, as recorded in Deed Liber 82, Page 0, Genesee County, Michigan Records; also part of Section 8, Plat of Section 2, 3, 4, 5, 6, and 8, being part of the Reserve at near The Grand Traverse on Flint River, as recorded in Plat Liber 1, Page 5, Genesee County, Michigan Records, City of Flint, Genesee County, Michigan described as follows: Beginning at a point on the Northerly Line of Kearsley Street, so-called, which is N 60°51' E 128.50 feet from the intersection of said Northerly Line with the Easterly Line of Stevenson Street, so-called, also being the Southwesterly Corner of Block 7, of said McFarlan's Addition to West Flint; thence S 67°41'34" W 62.95 feet; thence S 60°51' W 29.70 feet; thence on a curve to the right, having a radius of 20 feet, a central angle of 89°35', having a chord bearing and distance of N 74°21'30" W 28.18 feet; thence N 29°34' W 69.76 feet; thence N 36°24'34" W 138.49 feet to the said Easterly Line of Stevenson Street; thence Northerly, along said Easterly Line, to the Southerly Line of the Grand Trunk Western Railroad Right-of-Way, being 10.7 feet Northerly of the Southwesterly Corner of Lot 4, Block 4, of said McFarlan's Addition to West Flint; thence Easterly, along said Southerly Line of the Grand Trunk Western Railroad Right-of-Way, to a



point on the Easterly Line of vacated Whaley Street, so-called, which is 25 feet Northerly of the Southwesterly Corner of Lot 6, Block 1, of said McFarlan's Addition to West Flint; thence continuing Easterly, along said Railroad Right-of-Way, to a point being 66.41 feet Westerly of the intersection of said Railroad Right-of-Way with the Easterly line of Island Street, so-called, also being at the Easterly Bank of Thread Creek; thence Southerly, along said Easterly Bank, S 05°30'50" E 55.99 feet AND S 05°30'51" W 15.76 feet AND S 02°13'35" W 77.91 feet AND S 08°08'40" E 175.00 feet AND on a curve to the left, having a radius of 121.81 feet, with a chord bearing and distance of S 21°58'48" E 58.26 feet AND S 35°48'55" E 111.08 feet to the said Northerly Line of Kearsley Street, being S 58°13'55" W 116.05 feet AND S 60°16'59" W 115.86 feet from the intersection of said Northerly Line of Kearsley Street with the Westerly Line of said Island Street; thence Westerly, along said Northerly Line of Kearsley Street, to the place of beginning.

Parcel 4: Commonly known as: 307 S. Stevenson St.  
Tax I.D. Number: 00-13-251-004-9 or 4013251004

Parcel 5: Commonly known as: 300 N. Chevrolet Avenue  
Tax I.D. Number: 10-13-251-011 or 4013251011

**APPENDIX 7**

**TRANSFER AFFIDAVIT**

## APPENDIX 7

# TRANSFER AFFIDAVIT

STATE OF MICHIGAN) ) ss:  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says as

follows:

1. [Check whichever is applicable:]

\_\_\_\_\_ I will be the Transferee of the property which is described below (Transfer Property).

\_\_\_\_\_ I am the duly authorized representative of \_\_\_\_\_  
 \_\_\_\_\_ whose address is \_\_\_\_\_  
 \_\_\_\_\_

(Transferee). The Transfer Property will be transferred to Transferee.

2. The property to be transferred to Transferee is described as follows:

(the Transfer Property).

3. The City of Flint, Michigan and Transferee have entered into an agreement dated \_\_\_\_\_ for the transfer of the Transfer Property to Transferee. The transfer is expected to occur on or about \_\_\_\_\_, which is at least thirty (30) days after the date of this Transfer Affidavit.

4. Transferee has not caused or contributed to the release or threat of release of any amount of the Existing Contamination (as defined in the Agreement, Order on Consent and

Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the State of Michigan, and the City of Flint, Michigan, Docket No. \_\_\_\_\_).

5. Transferee's use of the Transfer Property will not result in a release or threat of release of any Waste Material (as defined in the Agreement) except in compliance with law.

6. Transferee's use of the Transfer Property will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release.

7. To the extent applicable, Transferee agrees to be bound by the terms and conditions regarding the use of the Transfer Property as set forth in the restrictive covenants that apply to the Transfer Property.

8. Transferee agrees to comply with all restrictive covenants and institutional controls that apply to the Transfer Property.

9. I certify that, to the best of my knowledge and belief, the statements above are materially accurate and complete and that I am authorized to legally bind Transferee.

Further, Affiant sayeth not.

Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission expires: \_\_\_\_\_

5309717-3



Covenant Not to Sue, referred to as the Agreement, entered into between the United States on behalf of the Environmental Protection Agency, the State of Michigan, and the City of Flint, Michigan, Docket No. \_\_\_\_\_).

5. Transferee's use of the Transfer Property will not result in a release or threat of release of any Waste Material (as defined in the Agreement) except in compliance with law.

6. Transferee's use of the Transfer Property will not cause or contribute to the migration or new release of any Existing Contamination or any new threat to human health or the environment caused by any such release or threat of release.

7. To the extent applicable, Transferee agrees to be bound by the terms and conditions regarding the use of the Transfer Property as set forth in the restrictive covenants that apply to the Transfer Property.

8. Transferee agrees to comply with all restrictive covenants and institutional controls that apply to the Transfer Property.

9. I certify that, to the best of my knowledge and belief, the statements above are materially accurate and complete and that I am authorized to legally bind Transferee.

Further, Affiant sayeth not.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission expires: \_\_\_\_\_

5309717-3





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

JAN 3 1 2011

REPLY TO THE ATTENTION OF: LR-8J

**CERTIFIED MAIL #7001 0320 0006 1559 1497**  
**RETURN RECEIPT REQUESTED**

Mr. Michael Weiss  
Connelly-GPM, Inc.  
3154 South California Avenue  
Chicago, Illinois 60608-5176

Re: Notice of Violation and Compliance Order/Settlement Agreement for  
the Connelly-GPM, Inc. facility, located at 3154 South California Avenue,  
Chicago, Illinois RUST -05-2011-0008 *BD#* 2751106M008

Dear Mr. Weiss:

On November 19, 2010, the U.S. Environmental Protection Agency, Underground Storage Tank (UST) Section issued a Notice of Violation and a Compliance Order/Settlement Agreement concerning an UST violation (i.e., cathodic protection) found at the Connelly-GPM, Inc. facility, 3154 South California Avenue, Chicago, Illinois. This letter is to inform you that we have received your signed copy of the Settlement Agreement, dated January 13, 2011. We also received your supporting documentation stating that the UST violation was addressed. In addition, we received your check (#0057150) for a total of \$210.00 in penalties.

The Settlement Agreement states that it is effective upon EPA's final approval. This is to inform you that I have enclosed a signed and dated copy of the approved Settlement Agreement. The original Settlement Agreement will remain in the EPA's files. We also have accepted and processed your check as part of the settlement process. If you have any further questions, please feel free to contact Arturo Cisneros, of my staff, at 312/886-7447.

Sincerely,

*GJ* Gary J. Victorine  
Acting Chief, RCRA Branch  
Land and Chemicals Division

Enclosure



Fuel Tank Check Forms  
connellygpm to: Arturo Cisneros

01/11/2011 04:15 PM

1 attachment



Fuel Tank Check Forms.pdf

Hello Arturo,

As per our conversation today, attached please find the 2010 & 2011 FUEL TANK MONTHLY CHECK RECORD forms, which have readings for the fuel tank monitor from October 2010 through January 2011.

Thank you for your assistance.

Sincerely,  
Connelly-GPM, Inc.  
Galen Dixon  
Technical Director

# 2010 FUEL TANK MONTHLY CHECK RECORD

	VOLTS	AMPS	POWER ON	DATE	INITIALS
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER	2.0 ✓	0.20 A	Yes	10-6-10	JB
NOVEMBER	2.0 ✓	0.20 A	Yes	11/19/10	MD
DECEMBER	2.0 <del>4.0</del>	0.24 A <del>1.5 A</del>	Yes	12-16-10 <del>12-2-10</del>	ND <del>ND</del>

# 2011 FUEL TANK MONTHLY CHECK RECORD

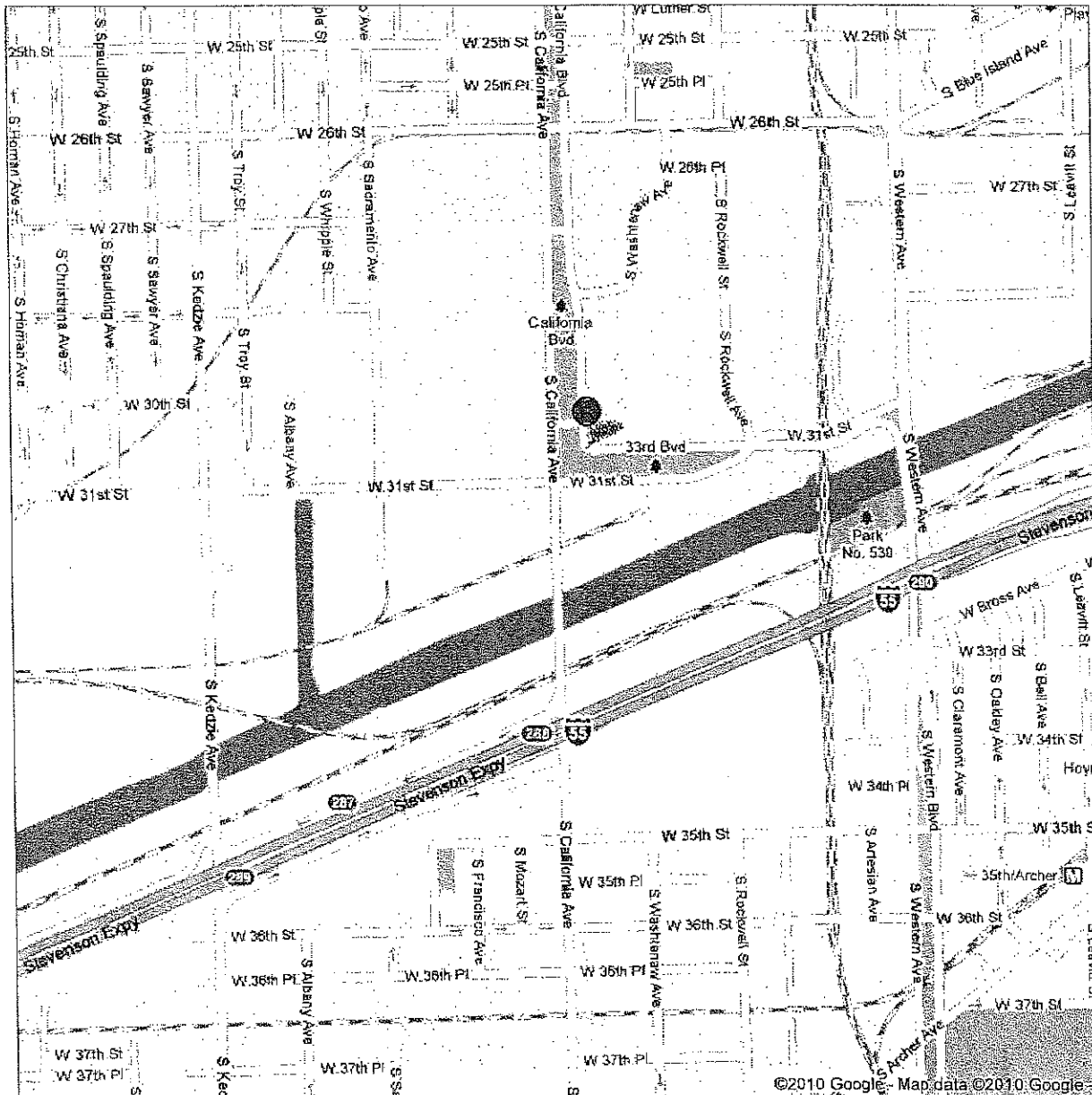
	VOLTS	AMPS	POWER ON	DATE	INITIALS
JANUARY	2.0	0.22	Yes	1-11-11	JED
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					

Pri

Google maps

Address 3154 S California Blvd  
Chicago, IL 60608

Notes





RUST -05-2011-0008

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGION 5

BD# 2751106/M008

77 West Jackson Boulevard (LR-8J), Chicago, Illinois 60604-3590

UNDERGROUND STORAGE TANK (UST) FIELD CITATION FORM FOR EXPEDITED SETTLEMENT NO. R5-UST-11-002-AC

## PART I: INSPECTION SUMMARY

On: 11/19/2010

Time: 11:30 AM

Connelly Gas Purification Materials

Address: 3154 S. California

Chicago, IL 60608

Mr. Jack Selvage

(Name of Site Representative if not the Owner or Operator)

Name and address of the UST Owner

Name: Connelly Gas Purification Materials

Address: 3154 S. California

Chicago, IL 60608

A duly designated officer, employee, or representative of the EPA or a duly designated officer or employee of the State or Tribe inspected this facility. EPA has reviewed the inspection report and other relevant materials and has identified the following violation(s) of the UST regulations promulgated or approved by EPA under Subtitle I of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6991 et seq).

1. Violation: Failure to inspect impressed current systems every 60 daysCite: 40 CFR 280.31(c)Proposed Penalty: \$210

2. Violation:

Cite: 40 CFR

Proposed Penalty:

Violation:

Cite: 40 CFR

Proposed Penalty:

4. Violation:

Cite: 40 CFR

Proposed Penalty:

TOTAL PROPOSED PENALTY : \$210

EPA finds the Owner or Operator in violation of the above referenced UST regulations

(Signature of EPA Inspector)

(Date)

## Part II: SETTLEMENT AGREEMENT / COMPLIANCE ORDER

A. Settlement Agreement: The Owner or Operator by signing this Settlement Agreement (or by having an authorized representative sign it) agrees to settle the violations identified in Part I, subject to the following terms and conditions:

The Owner or Operator certifies, subject to civil and criminal penalties for making a false submission to the U. S. Government, that he or she has corrected the violations, submitted true and accurate documentation of their correction, and submitted payment to the U.S. Treasury for the amount of \$210 in payment of the full proposed penalty amount, as described in Part I of this Form.

The Owner or Operator agrees to comply with the terms of the Compliance Order in Part II.B. Without admitting liability for the violations cited in Part I the Owner or Operator signing below waives any objections to EPA's jurisdiction with respect to the Compliance Order and this Settlement Agreement, and consents to EPA's final approval of this Settlement Agreement without further notice. The Owner or Operator waives the opportunity for a public hearing pursuant to RCRA section 9006.

Once EPA signs the Settlement Agreement, EPA will take no further enforcement action against the Owner or Operator for the civil violations described in Part I, provided the violations have been timely corrected and the penalty has been paid. EPA does not waive its right to enforce against the Owner or Operator for any other violations not described in Part I and violations of the UST requirements or other requirements listed in Part I that were not corrected in a timely manner.

This Settlement Agreement and Compliance Order will become effective once signed by EPA and is binding on EPA and the Owner or Operator upon signature by both parties. Final approval of the Settlement Agreement and Compliance Order is in the sole discretion of the Regional Administrator, Region 5, EPA, or his or her authorized delegate. Upon final approval, EPA shall mail a copy of this document to the Owner or Operator signing below.

SIGNATURE BY OWNER, OPERATOR, OR AUTHORIZED REPRESENTATIVE:

Name (Print): MICHAEL WEISSTitle (Print): GENERAL MANAGERSignature: Michael Weiss Date: 1/13/11

B. Compliance Order: This Compliance Order is issued under the authority of RCRA section 9006 to resolve the civil violations identified in Part I. The Owner or Operator is ordered to correct the violations, submit true and accurate documentation that the violations were corrected, and pay the total penalty amount listed in Part I of this Form. This Compliance Order shall become final and enforceable only upon signature by an EPA official with the authority to sign this document.

Name (Print): Paul LittleTitle (Print): Acting RCRA Branch ChiefSignature: Paul Little Date: 1-25-11

Notes:

RECEIVED

JAN 31 2011

REGIONAL HEARING CLERK  
USEPA  
REGION 5

## INSTRUCTIONS

On the reverse side is an Underground Storage Tank (UST) Field Citation Form (Form) for expedited settlement. If you, the Owner or Operator, wish to settle this case using this Form, you must do the following:

1. Correct the violation(s) cited in Part I of the Form ("Part I");
2. Pay the total penalty amount listed in Part I in accordance with the directions provided below;
3. Sign the Settlement Agreement in Part II of the Form ("Part II") (or in the case when an Owner or Operator is a corporate entity, have an authorized representative sign it); and
4. Return the Field Citation Form along with documentation of compliance and payment information (sufficient for EPA to track payment) to EPA at the following address (within the 30-day time limit specified below):

U.S. Environmental Protection Agency  
Region 5 – Underground Storage Tank Program  
77 West Jackson Boulevard (LR-8J)  
Chicago, Illinois 60604-3590

This settlement process is optional. You are not required to submit this Form to EPA. If you do not submit this Form, EPA will conclude that you are not interested in pursuing an expedited settlement. EPA will then consider other actions to resolve these violations including the possibility of formal administrative or judicial enforcement.

Whether you submit the Form or not, you are by law required to correct any noncompliance and comply with all applicable UST requirements. EPA will not approve the Settlement Agreement if there is an alteration of any of the information in the Form or if the payment submitted is less than the full amount of settlement.

**Timeline:** The Form must be postmarked no later than thirty (30) days after the date of the inspection. In the event the Form is sent to you via registered or certified mail, the timeline begins on the date of receipt of that mail. If EPA does not receive the Form within thirty (30) days, EPA will conclude that you do not wish to pursue expedited settlement. EPA will then consider taking other actions to resolve these violations including pursuing formal administrative or judicial enforcement. (Note: All time periods and deadlines in the Form, including these Instructions, are in calendar days. If a deadline falls on a Saturday, Sunday, or federal holiday, EPA will consider the deadline to fall on the next business day.)

**Requesting An Extension:** EPA may grant, at its discretion, an extension of thirty (30) days if you can demonstrate that it is not feasible for you to come into compliance within the initial 30-day time period. You must request that extension in writing before the initial 30-day time period expires. That written request must explain why compliance within 30 days is not feasible and it must contain a schedule for when you will come into compliance (which must not extend beyond the 30-day extension period).

**Requesting that EPA Modify or Withdraw the Form:** If you can document that you were in compliance with the regulations cited in Part I at the time of the inspection, you must submit that documentation to EPA within fifteen (15) calendar days of your receipt of the Form. EPA will review the documentation and may choose to not pursue enforcement or may withdraw some or all of the violations and reissue a modified Form to the Owner/Operator (via certified or registered mail) for any violations that are not withdrawn.

**Payment:** Payment can be made by sending a personal or certified check made out to the "Treasury of the United States" to the following address: U.S. Environmental Protection Agency, Fines and Penalties, Cincinnati Finance Center, P.O. Box 979077, St. Louis, MO 63197-9000. The check should refer to the Field Citation Form Number (located at the top of the Form). If no such number is provided on the Form, the check should have the name of the facility on it. Other forms of payment such as wire transfers and online payment are also accepted by EPA. For further information on those other forms of payment, please email [CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov) or use the EPA contact listed below.

**Settlement Agreement Certification:** By signing the Settlement Agreement in Part II, you are certifying under penalty of law that you have corrected the violations, submitted true and accurate documentation of compliance, and have paid the penalty. Failure to meet those conditions means you will remain liable for the original violations with the possibility of being liable for additional violations for noncompliance with the Compliance Order and for making a false representation to the U.S. Government.

**EPA Review:** Once EPA has received the Form, EPA will review it and the documentation of compliance, and verify that payment was made. If EPA decides to settle the case using this Field Citation, EPA will sign and approve the Settlement Agreement and the Compliance Order and send a copy of the completed Form to you. Once EPA has signed the Compliance Order and Settlement Agreement, you and EPA are bound by their terms. EPA reserves the right not to pursue settlement under the Field Citation and instead pursue formal enforcement. In that event, you will be promptly reimbursed for the amount you paid into the U.S. Treasury when submitting the Field Citation.

If you have any questions, please contact:

U.S. Environmental Protection Agency  
Region 5 – Underground Storage Tank Program  
77 West Jackson Boulevard (LR-8J)  
Chicago, Illinois 60604-3590  
Phone: (312) 886-6159

CITATION REF:  
R5-UST-11-002-AC

DATE

CHECK NO.

70-2277/719

01/13/11

0057150

PAY  
THE SUM OF

TWO HUNDRED TEN DOLLARS AND NO CENTS

\$\*\*\*\*\*210.00

TO THE  
ORDER  
OF

TREASURER OF THE UNITED STATES  
US EPA - FINES AND PENALTIES  
PO BOX 979077  
Saint Louis MO 63197-9000

CONNELLY-GPM, Inc.

3154 S. California Ave.  
CHICAGO, ILLINOIS 60608-5176

BY

BY



FIRST AMERICAN BANK  
1650 LOUIS AVE.  
ELK GROVE VILLAGE, ILLINOIS 60007-2350

0057150 0071922777 55020098004

INVOICE NO.

MEMORANDA

INVOICE NUMBER 2010

COPY

VOUCHER APPROVED

FINAL APPROVAL

AUDIT

REGN 1 2 3 4 5 6 7 8 9 10 DC CIN TRVL JURYDTY CRDRFNDS SALE/PRPERTY TUITION IAG-RFNDS PARK  
BRYSON LORI DANA MICHELLE JOE DICK VAL PATTI ELIZBTH EVELYN CRAIG ERIC BLAKE KIM OWENS (PCS TDY)

## COLLECTION INFORMATION

DEPOSIT (SCHEDULE) NUMBER 2714811

SUSPENSE ☐

LIABILITY ☒

CR NUMBER VST0511002

REMOVED BY \_\_\_\_\_

BILL NUMBER (IF DIFFERENT FROM CR NUMBER) \_\_\_\_\_

REMOVED DATE \_\_\_\_\_

IFMS ENTERED DATE 1-19-11

DATE ITEM REC'D (IF NOT CIRCLED ON CHECK) \_\_\_\_\_

COLLECTION ENTRY DONE BY CRAIG

NOT IN: ICIS, BRAINS, RHC DATABASE

IPAC TO: LV RTP HQ

## ACCOUNTING

CR Line	BFY	APPR	Bud Org	PRC	BOC	Site/Proj	AMOUNT	Ref. Line	Rep Cat
<u>001</u>	<u>11</u>	<u>1099</u>	<u>80</u>				<u>210.00</u>	<del>998</del>	
								997	
								001	
								002	
								003	
								004	
								005	
								999	

KEY: REF LINE NO. 997=Interest LINE NO. 998=Handling LINE NO. 999=Penalty

STEPHEN KLEIN  
773 247-7231

CONNELLY GAS PURIFICATION  
3154 S. CALIFORNIA  
CHICAGO IL 60606

QUALITY MEANS MEETING THE REQUIREMENTS BOX 979077  
SEQ# 012 \$ 0000021000 BA# 14 01-18-11 20 3



usbankcorp.

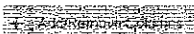
RUST-05-2011-0008

BDF 2751106M008

CITATION REF: RS-UST-11-002-AC		DATE 01/13/11	CHECK NO. 0057150	70-2271719
PAY THE SUM OF *TWO HUNDRED TEN DOLLARS AND NO CENTS		*****210.00*		
TO THE ORDER OF	TREASURER OF THE UNITED STATES US EPA - FINES AND PENALTIES PO BOX 979077 Saint Louis MO 63197-9000		CONNELLY-GPM, Inc. 3154 S. California Ave. CHICAGO, ILLINOIS 60608-5176 BY <u>Michael L...</u>	
FIRST AMERICAN BANK 1600 LOUIS AVE. ELK GROVE VILLAGE, ILLINOIS 60007-3350 ⑆057150⑆ ⑆071422777⑆ 5502004800⑆		⑆0000021000⑆		



## Enforcement &amp; Compliance History Online (ECHO)

You are here: [EPA Home](#) [Compliance and Enforcement](#) [ECHO](#) [Search Data](#) [Search Results](#)
<http://www.epa-echo.gov/cgi-bin/ideaotis.cgi>  
 Last updated on Friday, January 04, 2013


## Search Results (All Programs) - 1 Facility Returned

Report Generated on 1/4/2013

Information on the [enforcement process](#) is available on the FAQ page.

Gray text in this report indicates information that is not required to be reported to EPA. These data, typically regarding non-major or smaller facilities, are often incomplete.

Facility Information (select buttons next to the name to view additional reports - <a href="#">Legend</a> )	Program ID#	Inspections (5 yrs)	Qtrs in Non Compliance (3 yrs)	# Effluent Exceedances (3 yrs)	Affected Current Significant Violations	Informal Enforcement Actions/NOVs (5 yrs)	Formal Enforcement Actions (5 yrs)	Penalties (5 yrs)	TRI Chemical Releases (lbs)	GHG Releases (metric tons)	
										CO2	Per Mile
<a href="#">CONNELLY CORP INC</a> 3194 S. CALIFORNIA AVENUE CHICAGO, IL 60609 FRS ID: 1100187669	AFS: 1703101268	1	n/a		n/a	1	1				
	IC: 05-2011-2007				n/a		1	\$210			

## Search Criteria

## Facility Characteristics

Active/Operating: ☒ Facility Name: 

## Geographic Location

County:  State: 

## Restrict by Media

Restrictions By Media: ☒ ANY[return to top](#)

## Notes:

-Chemical releases reported by TRI are not associated with non-compliance for that facility.

-The Demographics data (Percent Minority and Population Density) are displayed on the first row in each facility's data table.

This data is not specific to that permit but to the whole facility.

## Definitions:

AFS- Air Facility System for Clean Air Act programs.

FRS- Facility Registry System.

RCRA- Resource Conservation and Recovery Act waste handler database (RCRAInfo).

SDW- Safe Drinking Water Information System (SDWIS), for public water systems regulated under the Safe Drinking Water Act.

TRI- Toxics Release Inventory for Emergency Planning and Community Right-to-Know Act, Section 313 submissions.

ICIS- Integrated Compliance Information System



## Enforcement & Compliance History Online (ECHO)

You are here: [EPA Home](#) [Compliance and Enforcement](#) [ECHO](#) [Search Data](#) [Search Results](#)

### Enforcement Case Report

[Report a General Error](#) [Data Dictionary](#)

For Public Release - Unrestricted Dissemination. Report Generated on 01/04/13  
US Environmental Protection Agency - Office of Enforcement and Compliance Assurance

[Data Dictionary](#)

Case Number:	05-2011-2007	Result of Voluntary Disclosure?	No
Case Name:	CONNELLY-GPM INC	Multi-media Case?	No
Case Type:	Administrative - Formal	Enforcement Type:	RCRA 9006 AO For Comp And/Or Pen (UST) - UST Expedited Settl
Case Status:	Closed	Violations:	No Data
Regional Docket Number:	RUST-05-2011-0008		
Relief Sought:	Penalty		
Enforcement Outcome:	Final Order With Penalty		

#### Penalties:

\*EPA settles the vast majority of its enforcement actions and almost all of these cases are settled without an admission of liability. The agreement to pay a penalty as part of a settlement does not necessarily reflect an admission of liability for environmental violations by the company.

Total Federal Penalty* Assessed or Agreed To (not necessarily an admission of liability)	Total State/Local Penalty Assessed	Total SEP Cost	Total Compliance Action Cost	Total Cost Recovery
\$210				

#### Case Summary:

[Data Dictionary](#)

UST inspection conducted as part of an EJ initiative

[Data Dictionary](#)

#### Laws and Sections:

Law	Sections	Programs
RCRA	9006D	Underground Storage Tanks - Subtitle

#### Citations:

Title	Part	Section
No Data Records Returned		

#### Program Links:

FRS Number	Program	Program ID
110001809687	ICIS	2200013804

#### Facilities:

[Data Dictionary](#)

FRS Number	Facility Name	Address	City Name	State	Zip	SIC Codes	NAIC Codes
------------	---------------	---------	-----------	-------	-----	-----------	------------

**Defendants:**

Data Dictionary

### Case Milestones:

# Data Dictionary

### Pollutants:

# **DATA** **Dictionary**

## Enforcement Conclusion

1

Settlement Lodged Date:

**Enforcement Conclusion Dollar Amounts:**

### Pollutant Reductions:

### Improvements in Reporting:

**Complying Actions:**

### Supplemental Environmental Projects:

Categories	Description
No Data Records Returned	



[Click here](#), for a Detailed Facility Information.

This report was generated by the Integrated Data for Enforcement Analysis (IDEA) system, which updates its information from program databases monthly. The data were last updated: ICIS: 12/07/2012

Version 12/03/08

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